

VILLAGE OF BARTLETT
BOARD AGENDA
JANUARY 17, 2023
7:00 P.M.

1. CALL TO ORDER
2. ROLL CALL
3. INVOCATION
4. PLEDGE OF ALLEGIANCE
5. *CONSENT AGENDA*

All items listed with an asterisk are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which event, the item will be removed from the General Order of Business and considered at the appropriate point on the agenda.*

*6. MINUTES: Board & Committee Minutes–January 3, 2022

*7. BILL LIST: January 17, 2023

8. TREASURER'S REPORT: November, 2022
Sales Tax Report - November, 2022
Motor Fuel Tax Report – November, 2022

9. PRESIDENT'S REPORT: None

10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

11. TOWN HALL: (Note: Three (3) minute time limit per person)

12. STANDING COMMITTEE REPORTS:

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

1. None

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

1. None

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

1. Resolution Urging Restoration of the Local Government Distributive Fund for Illinois Municipalities

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

1. Resolution Approving the Intergovernmental Agreement for Conveyance of Bartlett Park from the Village of Bartlett to the Bartlett Park District
2. Resolution Authorizing the Transfer of Real Estate from the Village of Bartlett to the Bartlett Park District

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

1. None

F. PUBLIC WORKS COMMITTEE, CHAIRMAN LAPORTE

1. Ordinance Amending the Bartlett Municipal Code Section 6-11-1204.1: Schedule I, Through Streets

13. NEW BUSINESS

14. QUESTION/ANSWER: PRESIDENT & TRUSTEES

15. ADJOURNMENT



VILLAGE OF BARTLETT
BOARD MINUTES
January 3, 2023

1. CALL TO ORDER

President Wallace called the regular meeting of January 3, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:00 p.m.

2. ROLL CALL

PRESENT: Trustees Deyne, Gandsey, Gunsteen (via Zoom), Hopkins, LaPorte, Suwanski and President Wallace (via Zoom)

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Public Works Engineer Bob Allen, Planning and Development Director Kristy Stone, Food & Beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Deputy Chief Jim Durbin, Deputy Chief Will Naydenoff, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

3. INVOCATION – Father Chris Ciomek from St. Peter Damian Catholic Church gave the invocation.

4. PLEDGE OF ALLEGIANCE

5. CONSENT AGENDA

President Wallace stated that all items marked with an asterisk on the Agenda are considered to be routine and will be enacted by one motion. He further stated that there will be no separate discussion of these items unless a Board member so requests, in which event, that item will be removed from the Consent Agenda and considered at the appropriate point on the Agenda. He asked if there were any items a Board member wished to remove from the Consent Agenda, or any items a Board member wished to add to the Consent Agenda.

There were no additions or subtractions to the Consent Agenda.

President Wallace then recited each item that was on the Consent Agenda, including the nature of the matters being considered and other information to inform the public of matters being voted upon. He then stated that he would entertain a motion to Approve the Consent Agenda, and the items designated to be approved by consent therein.



**VILLAGE OF BARTLETT
BOARD MINUTES
January 3, 2023**

Trustee Deyne moved to Approve the Consent Agenda and consent items therein and that motion was seconded by Trustee Hopkins.

ROLL CALL VOTE TO APPROVE THE CONSENT AGENDA AND CONSENT ITEMS THEREIN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

6. MINUTES – Covered and approved under the Consent Agenda.
7. BILL LIST – Covered and approved under the Consent Agenda.
8. TREASURER'S REPORT - None
9. PRESIDENT'S REPORT - None
10. QUESTION/ANSWER: PRESIDENT & TRUSTEES

Trustee Deyne wished everyone a Happy New Year. He recognized birthdays and anniversaries for staff.

Trustee Suwanski thanked the Bartlett Police Department and certain members of the administrative staff for entertaining her grandchildren last week after they had lunch at Two Toots.

President Wallace thanked the village for the flowers that were sent on behalf of the recent death in his family.

11. TOWN HALL - None

12. STANDING COMMITTEE REPORTS

A. BUILDING & ZONING COMMITTEE, CHAIRMAN HOPKINS

Trustee Hopkins stated that Ordinance 2023-01, an Ordinance Approving of a Preliminary/Final Plat of Resubdivision for Southwind Business Park Lot 3 and Ordinance 2023-02, an Ordinance Approving of a Site Plan and Granting Variations for Southwind Self Storage were covered and approved under the Consent Agenda.



**VILLAGE OF BARTLETT
BOARD MINUTES
January 3, 2023**

B. COMMUNITY & ECONOMIC DEVELOPMENT COMMITTEE, CHAIRMAN GANDSEY

Trustee Gandsey stated that there was no report.

C. FINANCE & GOLF COMMITTEE, CHAIRMAN DEYNE

Trustee Deyne stated that there was no report.

D. LICENSE & ORDINANCE COMMITTEE, CHAIRMAN GUNSTEEN

Trustee Gunsteen stated that there was no report.

E. POLICE & HEALTH COMMITTEE, CHAIRMAN SUWANSKI

Trustee Suwanski stated that there was no report.

F. PUBLIC WORKS COMMITTEE, CHAIRMAN, CHAIRMAN LAPORTE

Trustee LaPorte stated that there was no report.

13. NEW BUSINESS - None

14. QUESTION/ANSWER PRESIDENT & TRUSTEES - None

15. ADJOURN

President Wallace stated that the Board will adjourn and there will be a Committee of the Whole meeting immediately following.

There being no further business to discuss, Trustee Deyne moved to adjourn the regular Board meeting and that motion was seconded by Trustee LaPorte.



VILLAGE OF BARTLETT
BOARD MINUTES
January 3, 2023

ROLL CALL VOTE TO ADJOURN

AYES: Trustees Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:09 p.m.

Lorna Giles
Village Clerk



VILLAGE OF BARTLETT COMMITTEE MINUTES

January 3, 2023

CALL TO ORDER

President Wallace called the Committee of the Whole meeting of January 3, 2023 of the President and Board of Trustees of the Village of Bartlett to order on the above date at 7:09 p.m.

ROLL CALL

PRESENT: Chairmen Deyne, Gandsey, Gunsteen (via Zoom), Hopkins, LaPorte, Suwanski, President Wallace (via zoom)

ABSENT: None

ALSO PRESENT: Village Administrator Paula Schumacher, Assistant Village Administrator Scott Skrycki, Sr. Management Analyst Samuel Hughes, Management Analyst Joey Dienberg, Finance Director Todd Dowden, Public Works Director Dan Dinges, Assistant Public Works Director Tyler Isham, Village Engineer Bob Allen, Planning & Development Director Kristy Stone, Food and Beverage Manager Paul Petersen, Police Chief Geoff Pretkelis, Deputy Chief's Naydenoff and Durbin, Village Attorney Bryan Mraz and Village Clerk Lorna Giles.

COMMUNITY & ECONOMIC DEVELOPMENT, CHAIRMAN GANDSEY Community Survey Results

Chairman Gandsey introduced the item.

Management Analyst Joey Dienberg presented the attached document.

Chairman Gandsey stated when she was looking at the raw data she saw that it is not broke down by age group, we are putting it all together, especially someone middle age with kids, social media was above the Bartletter so she thinks it's something to keep in mind when we are looking at the data as we think about planning for the future. She also noticed that if you look at the overall quality of life by age group, it went down. Additionally, the response to the app and alerts stuck out at her and she thinks that is something important to think about as we do strategic planning and what technology is needed/resources to run that technology for the future.

Mr. Dienberg stated one thing we also wanted to bring forward when it comes to strategic planning is seeing those trends in those groups as well as location of where people lived and seeing trends that way.

Chairman Suwanski asked how representative of the village was the question about having kids under 17 in the home, was given that only 27% responded yes.



VILLAGE OF BARTLETT COMMITTEE MINUTES January 3, 2023

Ms. Schumacher stated she believes that information is collected with our census data so we can break that down.

Chairman LaPorte asked if there were any common denominators from the comments that were left.

Mr. Dienberg stated most of the word clouds we did were made from those comments. The larger words are more common.

Ms. Schumacher stated that they asked residents to elaborate when their scores were "poor" to help us improve. When she was reading those comments, there was not a whole lot that surprised her and it was a lot of things that we were already addressing with the current strategic plan. In all fairness to the residents responding, they do not always know what we are working on until it is in the public preview. The bike path comments are a good example because the survey went out before that was published and the plan is covering many of the specific requests about linking paths, etc. There is some lag between what we know, what we are working on and what the community sees. Some of that is a function of timing and some of that is better communication on what we are working on. There was nothing that stood out to her as being very surprising in the comments. There is a lot of grist for the mill for strategic planning in January to kind of hone in on some particulars and there are some goals in our strategic plan that can be better defined through the survey. A lot of the technology questions about where we see ourselves in a few years and what we think will be on our horizon. The survey provides a glimpse into that.

Chairman Gandsey stated that it looked like a lot of people gave their email addresses and she was wondering what the purpose was.

Mr. Dienberg stated that was collected in case there was some low hanging fruit questions that could easily be answered, then we could reach out to them.

Chairman LaPorte stated it looked like the Bartletter was the top ranked source of communication. Maybe we can take the top 5 issues or questions that popped up and highlight those in the Bartletter. If there is a communication breakdown we should let the residents know what we are doing and not doing, then we can let the residents know that we are going to start.

Chairman Hopkins asked if we compared this survey to other surveys we did in the past.

Ms. Schumacher stated it is a bit tricky because we don't ask the same questions every time, but some of the overarching things include senior housing, cultural things, the school district, pretty much anything that was bubbling at the time in the community.



**VILLAGE OF BARTLETT
COMMITTEE MINUTES
January 3, 2023**

Chairman Gandsey stated the number one question is overall quality of life and we should ask that every time.

Chairman Laporte stated it would be nice to have a year end summary for our residents to let them know what we have been doing.

Chairman Hopkins asked how satisfied staff is with the response rate.

Mr. Dienberg stated we did a survey of other communities and in terms of comparing us with other communities that did it in-house, we reached that 8% mark that is pretty similar to other communities.

Ms. Schumacher stated other towns were between 4-8% so we did well in terms of outreach.

Chairman Hopkins asked if you get a better response rate when you use a firm.

Ms. Schumacher stated no.

President Wallace stated he thinks we should pay attention to the type of person who responds to a survey. Either they always give their opinion or they are mad about something. He thinks the results are really good and it will be a good springboard for strategic planning.

There being no further business to discuss, Chairman Deyne moved to adjourn the Committee meeting and the motion was seconded by Chairman Suwanski.

ROLL CALL VOTE TO ADJOURN

AYES: Chairmen Deyne, Gandsey, Gunsteen, Hopkins, LaPorte, Suwanski

NAYS: None

ABSENT: None

MOTION CARRIED

The meeting was adjourned at 7:32 p.m.

Samuel Hughes
Deputy Village Clerk

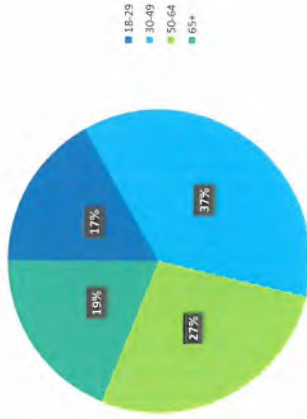
Demographics



Q3. What is your age?



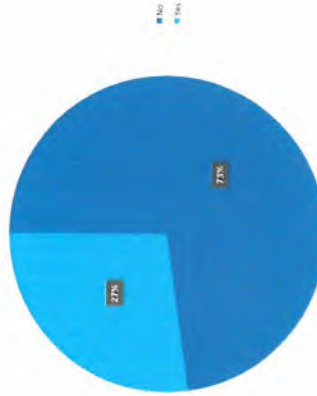
Actual Population Distribution by Age
(Census Data)



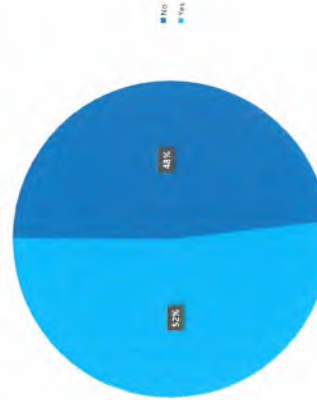
Demographics



Q4. Do any children 17 and under live in your household?



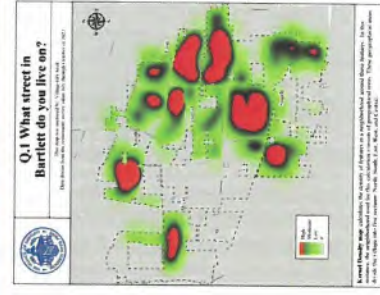
Q5. Are you or anyone in your household 65 or older?



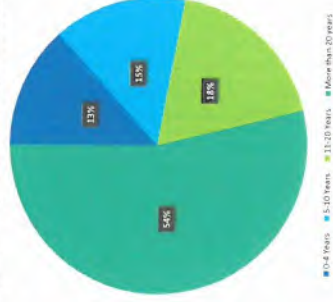
Bartlett Community Survey

Tuesday, January 3rd, 2022

Demographics



Q2. How long have you lived in Bartlett?





Communications/Connectivity

Q9. If you could sign up for alerts via text messaging, which alert would you like to receive?



Communications/Connectivity

Q6. How effective is the village overall at communicating its services, programs, issues and policies with residents?

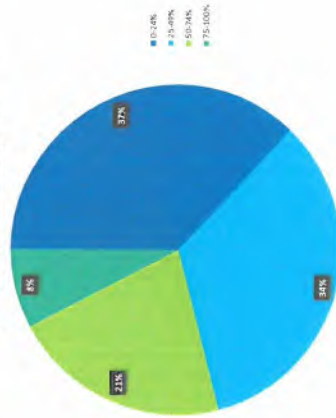


Economic Development

Q13. Economic Development (attracting and retaining businesses) is usually pursued for three primary reasons. (Average Score)

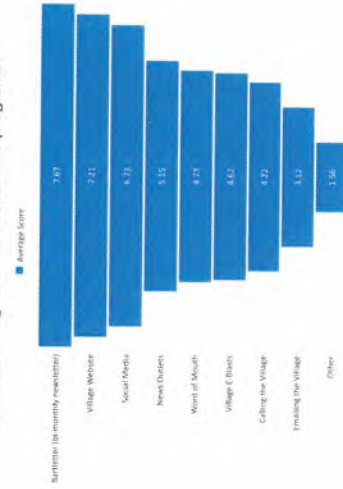


Q14. What percentage of your shopping and dining do you do in Bartlett?

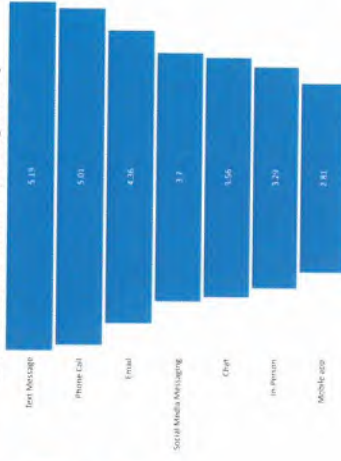


Communications/Connectivity

Q7. What source do you use to get your information about the village and its services and programs?



Q8. When you need information, how do you prefer to get that information? (Average Score)



VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 1/17/2023

10000-GENERAL FUND

210002-GROUP INSURANCE PAYABLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BLUE CROSS BLUE SHIELD OF ILLINOIS	MONTHLY INSURANCE - JAN 2023	339,704.78
** 1 DEARBORN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - JAN 2023	4,449.93
** 1 METROPOLITAN LIFE INSURANCE COMPANY	MONTHLY INSURANCE - JAN 2023	16,942.38
INVOICES TOTAL:		361,097.09

1100-VILLAGE BOARD/ADMINISTRATION

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 VILLAGE OF ITASCA	TRAIN MERGER COALITION	12,392.28
INVOICES TOTAL:		12,392.28

530115-SUBSCRIPTIONS/PUBLICATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	DAILY HERALD ONLINE SUBSCRIPTION	119.00
INVOICES TOTAL:		119.00

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NIU/ILCMA CONFERENCE FEES	425.00
INVOICES TOTAL:		425.00

542100-REBATES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BANBURY FAIR INC	BEDA GRANT	50,000.00
INVOICES TOTAL:		50,000.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	NIU/ILCMA DUES	198.00
INVOICES TOTAL:		198.00

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	MERRY & BRIGHT SUPPLIES	930.87
INVOICES TOTAL:		930.87

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ZOOM MEETING FEES	479.80
1 COMCAST	CABLE SERVICE	31.60

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 1/17/2023

INVOICES TOTAL: 511.40

1200-PROFESSIONAL SERVICES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 BRYAN E MRAZ & ASSOCIATES P.C.	PROFESSIONAL SERVICES	17,424.00
1 CULLEN INC	PROFESSIONAL SERVICES	2,000.00
	<u>INVOICES TOTAL:</u>	<u>19,424.00</u>

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	PROJECT WARRIOR REVIEW	170.00
1 HAMPTON LENZINI AND RENWICK INC	GRASSLAND TOWNHOMES REVIEW	1,925.00
	<u>INVOICES TOTAL:</u>	<u>2,095.00</u>

523600-SOCIAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NORTHEAST DUPAGE FAMILY	SOCIAL WORKER PROGRAM	3,707.34
	<u>INVOICES TOTAL:</u>	<u>3,707.34</u>

1210-LIABILITY INSURANCE

544100-LIABILITY INSURANCE PREMIUMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	ANNUAL CONTRIBUTION	379,628.00
	<u>INVOICES TOTAL:</u>	<u>379,628.00</u>

544200-LIABILITY INS DEDUCTIBLE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 INTERGOVERNMENTAL RISK MGMT AGENCY	NOVEMBER DEDUCTIBLE	22,931.42
	<u>INVOICES TOTAL:</u>	<u>22,931.42</u>

1400-FINANCE

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 QUADIEN INC	POSTAGE METER LEASE PAYMENT	475.38
	<u>INVOICES TOTAL:</u>	<u>475.38</u>

530135-LEAF BAG LABELS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GROOT INC	YARD WASTE STICKERS	3,500.00
	<u>INVOICES TOTAL:</u>	<u>3,500.00</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 1/17/2023

1500-PLANNING & DEV SERVICES

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ICC CODE BOOKS	424.00
INVOICES TOTAL:		424.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DANIEL HARPER	COOK COUNTY RECORDING FEES	100.06
INVOICES TOTAL:		100.06

1700-POLICE

524240-IMPOUNDING ANIMALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 DUPAGE COUNTY ANIMAL SERVICES	ANIMAL SERVICES - NOV 2022	420.00
INVOICES TOTAL:		420.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	71.40
1 BUNGE'S TIRE & AUTO BARTLETT	VEHICLE MAINTENANCE	914.00
** 1 CARDMEMBER SERVICE	LICENSE PLATE RENEWAL FEES	154.40
1 HOME DEPOT CREDIT SERVICES	WINDSHIELD FLUID	182.82
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	16.98
INVOICES TOTAL:		1,411.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ALBERTSONS - SAFEWAY	FOOD PURCHASES/SUPPLIES	128.83
** 1 CARDMEMBER SERVICE	GET WELL GIFT/MAVERICK GROOMING	200.67
1 HEARTLAND ANIMAL HOSPITAL PC	LUTHER MEDICATION	117.95
1 MICHAEL KMIECIK	LUTHER K9 FOOD	146.24
1 MINUTEMAN PRESS	3 PART FORMS	268.22
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	301.18
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	87.95
INVOICES TOTAL:		1,251.04

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 STREICHER'S INC	DAMAGED BADGE REPLACEMENT	132.50
INVOICES TOTAL:		132.50

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 1/17/2023**

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 LEAD INC	TRAINING FEES	175.00
	INVOICES TOTAL:	175.00

542810-SAFETY PROGRAM EXPENSES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	GAS MASK KITS	3,495.60
1 TRI-TECH FORENSICS INC	ORANGE SWAT-T TOURNIQUETS	987.30
	INVOICES TOTAL:	4,482.90

543900-COMMUNITY RELATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CPA GRADUATION LUNCHEON	193.67
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	95.29
	INVOICES TOTAL:	288.96

545200-POLICE/FIRE COMMISSION

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONRAD POLYGRAPH INC	POLYGRAPH EXAM FEES	360.00
	INVOICES TOTAL:	360.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	HAND SANITIZER	342.37
	INVOICES TOTAL:	342.37

1800-STREET MAINTENANCE

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	2.10
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
1 VERIZON WIRELESS	WIRELESS SERVICES	290.72
	INVOICES TOTAL:	304.82

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NICOR GAS	GAS BILL	1,088.47
1 NICOR GAS	GAS BILL	348.06
1 NICOR GAS	GAS BILL	762.38
	INVOICES TOTAL:	2,198.91

524230-SNOW PLOWING CONTRACTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AJD CONCRETE CONSTRUCTION CORP	SNOW REMOVAL SERVICES	12,600.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 1/17/2023**

1 VIRGILIO CARDENAS	SNOW REMOVAL SERVICES	2,400.00
1 CORNERSTONE LAND & LAWN INC	SNOW REMOVAL SERVICES	5,100.00
	INVOICES TOTAL:	20,100.00

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMERCIAL TIRE SERVICE	FLAT TIRE REPAIRS	351.50
1 INTERSTATE BILLING SERVICE INC	VEHICLE MAINTENANCE	1,364.23
1 KAMMES AUTO & TRUCK REPAIR INC	VEHICLE MAINTENANCE	4,276.34
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	420.00
	INVOICES TOTAL:	6,412.07

527100-SERVICES TO MAINTAIN STREETS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	238.00
	INVOICES TOTAL:	238.00

527110-SVCS TO MAINTAIN TRAFFIC SIGS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MEADE ELECTRIC CO INC	TRAFFIC SIGNAL MAINTENANCE	1,049.40
	INVOICES TOTAL:	1,049.40

527130-SIDEWALK & CURB REPLACEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BRIAN PATE	PUBLIC SIDEWALK REPLACEMENT	480.00
	INVOICES TOTAL:	480.00

527140-TREE TRIMMING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAF TREE CARE INC	2ND DRAFT/FORESTRY MGMT PLAN	1,000.00
	INVOICES TOTAL:	1,000.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CANON BLACK INK TANK	45.99
1 AMAZON CAPITAL SERVICES INC	CANON BLACK INK TANK	49.19
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	201.17
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	1,895.16
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	259.61
	INVOICES TOTAL:	2,451.12

530150-SMALL TOOLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GRAINGER	MAINTENANCE SUPPLIES	1,085.09
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	73.20
	INVOICES TOTAL:	1,158.29

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 1/17/2023**

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWK FORD OF ST CHARLES	MAINTENANCE SUPPLIES	233.19
1 INTERSTATE BATTERY SYSTEM	MAINTENANCE SUPPLIES	261.90
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	125.80
1 INTERSTATE BILLING SERVICE INC	MAINTENANCE SUPPLIES	227.70
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	11.87
1 RANDALL PRESSURE SYSTEMS INC	MAINTENANCE SUPPLIES	152.17
1 TERMINAL SUPPLY CO	CABLE TIES	111.25
INVOICES TOTAL:		1,123.88

534400-STREET MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WELCH BROS INC	GRAVEL PURCHASE	48.00
1 WELCH BROS INC	GRAVEL PURCHASE	48.00
INVOICES TOTAL:		96.00

534800-STREET LIGHTS MAINT MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMPERAGE ELECTRICAL SUPPLY INC	LIGHTING SUPPLIES	359.28
1 NAPA AUTO PARTS	MAINTENANCE SUPPLIES	466.47
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	264.28
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	4,991.04
1 STEINER ELECTRIC COMPANY	STREET LIGHTING SUPPLIES	274.36
INVOICES TOTAL:		6,355.43

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA ANNUAL MTG/HOLIDAY PARTY	370.00
INVOICES TOTAL:		370.00

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ISA MEMBERSHIP RENEWAL	285.00
INVOICES TOTAL:		285.00

2200-MFT EXPENDITURES

583005-MFT MAINTENANCE PROGRAM

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ARROW ROAD CONSTRUCTION CO	STREETS RESURFACING PROJECT	96,669.29
INVOICES TOTAL:		96,669.29

4800-BREWSTER CREEK TIF MUN ACC EXP

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 1/17/2023**

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 ICE MILLER LLP	2022 NOTE ORDINANCE	3,469.00
INVOICES TOTAL:		3,469.00

5000-WATER OPERATING EXPENSES

520025-DWC WATER AGREEMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - NOVEMBER 22	444,734.08
INVOICES TOTAL:		444,734.08

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	SCADA PHONE SERVICE	36.88
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-4	12,441.08
1 WATER REMEDIATION TECHNOLOGY	BASE TREATMENT CHARGE/W-7	2,293.33
INVOICES TOTAL:		14,783.29

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	290.72
INVOICES TOTAL:		290.72

522800-ANALYTICAL TESTING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SUBURBAN LABORATORIES INC	SAMPLE TESTING	1,514.00
INVOICES TOTAL:		1,514.00

523401-ARCHITECTURAL/ENGINEERING SVC

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAMPTON LENZINI AND RENWICK INC	HANOVER TWSP/CAMPUS EXPANSION	140.00
INVOICES TOTAL:		140.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	2,885.72
1 NEXAMP INC	ELECTRIC BILL	1,423.27
1 NEXAMP INC	ELECTRIC BILL	864.99
1 NICOR GAS	GAS BILL	323.53
INVOICES TOTAL:		5,497.51

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	140.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
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INVOICES TOTAL: 140.00

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	714.00
		<u>INVOICES TOTAL: 714.00</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CANON BLACK INK TANK	45.98
1 AMAZON CAPITAL SERVICES INC	CANON BLACK INK TANK	49.20
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	161.17
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	216.24
		<u>INVOICES TOTAL: 472.59</u>

530110-UNIFORMS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CUTLER WORKWEAR	UNIFORMS	800.51
		<u>INVOICES TOTAL: 800.51</u>

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	823.07
		<u>INVOICES TOTAL: 823.07</u>

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY BILLS POSTAGE	2,901.03
		<u>INVOICES TOTAL: 2,901.03</u>

534810-METER MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WATER RESOURCES INC	WATER METERS	3,200.60
1 WATER RESOURCES INC	WATER METER	709.80
		<u>INVOICES TOTAL: 3,910.40</u>

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA SEMINAR REGISTRATION	17.50
		<u>INVOICES TOTAL: 17.50</u>

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP DUES/D HODAY	83.00
1 AMERICAN WATER WORKS ASSOCIATION	MEMBERSHIP DUES/T MCCARTHY	83.00
		<u>INVOICES TOTAL: 166.00</u>

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 1/17/2023**

547072-DWC CAPITAL BUY IN PRINCIPAL

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 DUPAGE WATER COMMISSION	DWC WATER BILL - NOVEMBER 22	36,196.20
	INVOICES TOTAL:	36,196.20

5100-SEWER OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 GORDON FLESCH COMPANY INC	PLOTTER MAINTENANCE SERVICE	12.00
	INVOICES TOTAL:	12.00

522500-EQUIPMENT RENTALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	290.72
	INVOICES TOTAL:	290.72

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CONSTELLATION NEW ENERGY INC	ELECTRIC BILL	24,061.93
1 NEXAMP INC	ELECTRIC BILL	2,796.22
1 NEXAMP INC	ELECTRIC BILL	1,689.11
1 NICOR GAS	GAS BILL	53.42
1 NICOR GAS	GAS BILL	162.87
1 NICOR GAS	GAS BILL	1,059.11
1 NICOR GAS	GAS BILL	618.38
1 NICOR GAS	GAS BILL	50.68
1 NICOR GAS	GAS BILL	50.58
1 NICOR GAS	GAS BILL	96.06
	INVOICES TOTAL:	30,638.36

526000-SERVICE TO MAINTAIN VEHICLES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 PRECISE MRM LLC	VEHICLE MAINTENANCE	140.00
	INVOICES TOTAL:	140.00

527120-SVCS TO MAINT MAINS/STORM LINE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BLUFF CITY MATERIALS INC	HAULED MATERIALS	238.00
	INVOICES TOTAL:	238.00

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	CANON BLACK INK TANK	45.98
1 AMAZON CAPITAL SERVICES INC	CANON BLACK INK TANK	49.20
1 HINCKLEY SPRING WATER CO	DISTILLED WATER	50.97
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	45.71

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	820.70
1 ZIEGLER'S ACE HARDWARE	MATERIALS & SUPPLIES	33.55
	INVOICES TOTAL:	1,046.11

530120-CHEMICAL SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HAWKINS INC	CHEMICAL SUPPLIES	3,669.80
1 HAWKINS INC	CHEMICAL SUPPLIES	2,469.80
1 HAWKINS INC	CHEMICAL SUPPLIES	6,384.29
1 HAWKINS INC	CHEMICAL SUPPLIES	6,040.25
1 HAWKINS INC	CHEMICAL SUPPLIES	2,258.60
	INVOICES TOTAL:	20,822.74

532300-POSTAGE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 SEBIS DIRECT INC	JANUARY BILLS POSTAGE	2,901.03
	INVOICES TOTAL:	2,901.03

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 FLOW-TECHNICS INC	PUMP INSTALLATION FEES	485.00
1 LAI LLC	MAINTENANCE SUPPLIES	1,658.12
	INVOICES TOTAL:	2,143.12

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	APWA SEMINAR REGISTRATION	17.50
	INVOICES TOTAL:	17.50

5190-SEWER CAPITAL PROJECTS EXP

582026-LIFT STATIONS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 H LINDEN & SONS SEWER & WATER INC	LIFT STN/FORCEMAIN REHAB PROJECT	602,754.75
	INVOICES TOTAL:	602,754.75

582027-WWTP FACILITY IMPROVEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 JOSEPH J HENDERSON & SON INC	BITTERSWEET WRF IMPROVEMENTS	1,691,213.02
1 RUBINO ENGINEERING INC	CONCRETE COMPRESSION TESTING	3,962.00
	INVOICES TOTAL:	1,695,175.02

5200-PARKING OPERATING EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	MONTHLY EMS SERVICES	400.00

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
 DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 1/17/2023**

INVOICES TOTAL: 400.00

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	INTERNET SERVICE	131.90
1 NEXAMP INC	ELECTRIC BILL	658.23
1 NEXAMP INC	ELECTRIC BILL	400.00
		<u>INVOICES TOTAL: 1,190.13</u>

529000-OTHER CONTRACTUAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	METRA INTERNET SERVICE	62.35
		<u>INVOICES TOTAL: 62.35</u>

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 T2 SYSTEMS CANADA INC	PAYSTATION EQUIPMENT	14,985.60
		<u>INVOICES TOTAL: 14,985.60</u>

5500-GOLF PROGRAM EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 CINTAS FIRE PROTECTION	FIRE SYSTEM INPECTION	1,295.10
1 ROSCOE CO	MATS	302.10
		<u>INVOICES TOTAL: 1,597.20</u>

523100-ADVERTISING

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 EXAMINER PUBLICATIONS INC	VETERANS PAGE SUPPORT	45.00
		<u>INVOICES TOTAL: 45.00</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMCAST	CABLE SERVICE	426.47
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	963.52
1 NEXAMP INC	ELECTRIC BILL	19.55
1 NEXAMP INC	ELECTRIC BILL	14.90
1 NICOR GAS	GAS BILL	1,207.00
		<u>INVOICES TOTAL: 2,631.44</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	189.00
		<u>INVOICES TOTAL: 189.00</u>

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
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5510-GOLF MAINTENANCE EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	321.16
1 NEXAMP INC	ELECTRIC BILL	6.52
1 NEXAMP INC	ELECTRIC BILL	7.45
1 NICOR GAS	GAS BILL	372.29
1 NICOR GAS	GAS BILL	402.32
INVOICES TOTAL:		1,109.74

534300-EQUIPMENT MAINTENANCE MATLS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 HOME DEPOT CREDIT SERVICES	MATERIALS & SUPPLIES	43.64
INVOICES TOTAL:		43.64

5560-GOLF RESTAURANT EXPENSES

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	160.58
1 NEXAMP INC	ELECTRIC BILL	3.26
1 NEXAMP INC	ELECTRIC BILL	3.73
1 NICOR GAS	GAS BILL	201.16
INVOICES TOTAL:		368.73

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	25.57
INVOICES TOTAL:		25.57

5570-GOLF BANQUET EXPENSES

522400-SERVICE AGREEMENTS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 BB WEDDING RENTALS INC	CHAIR COVER RENTAL	522.50
1 BB WEDDING RENTALS INC	CHAIR COVER RENTAL	330.00
1 BB WEDDING RENTALS INC	CHAIR COVER RENTAL	418.00
1 BB WEDDING RENTALS INC	CHAIR COVER RENTAL	297.00
1 BB WEDDING RENTALS INC	CHAIR COVER RENTAL	495.00
1 BB WEDDING RENTALS INC	CHAIR COVER RENTAL	250.00
1 CLUBTEC	MONTHLY SOFTWARE SUPPORT	61.00
INVOICES TOTAL:		2,373.50

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 COMMONWEALTH EDISON CO	ELECTRIC BILL	160.58

** Indicates pre-issue check.

**VILLAGE OF BARTLETT
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 INVOICES DUE ON/BEFORE 1/17/2023**

1 NEXAMP INC	ELECTRIC BILL	3.26
1 NEXAMP INC	ELECTRIC BILL	3.72
1 NICOR GAS	GAS BILL	201.16
		<u>INVOICES TOTAL:</u>
		<u>368.72</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 WESTERN FIRST AID & SAFETY LLC	FIRST AID SUPPLIES	25.57
		<u>INVOICES TOTAL:</u>
		<u>25.57</u>

6000-CENTRAL SERVICES EXPENSES

522700-COMPUTER SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	GIS AUTOMATION/MDM FEES	69.30
1 COMCAST	INTERNET SERVICE	91.90
1 VC3 INC	MONTHLY SERVICE AGREEMENT	2,499.00
		<u>INVOICES TOTAL:</u>
		<u>2,660.20</u>

524100-BUILDING MAINTENANCE SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 MIDWEST MECHANICAL	EQUIPMENT MAINTENANCE	534.20
1 STATE FIRE MARSHAL	BOILER INSPECTION FEES	140.00
1 VALLEY ELECTRICAL CONTRACTORS INC	FIRE ALARM TESTING/REPAIRS	465.00
		<u>INVOICES TOTAL:</u>
		<u>1,139.20</u>

524110-TELEPHONE

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 VERIZON WIRELESS	WIRELESS SERVICES	2,360.14
1 VERIZON WIRELESS	WIRELESS SERVICES	578.53
		<u>INVOICES TOTAL:</u>
		<u>2,938.67</u>

524120-UTILITIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 NEXAMP INC	ELECTRIC BILL	208.76
1 NEXAMP INC	ELECTRIC BILL	126.85
1 NICOR GAS	GAS BILL	358.27
		<u>INVOICES TOTAL:</u>
		<u>693.88</u>

530100-MATERIALS & SUPPLIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 AMAZON CAPITAL SERVICES INC	COMPUTER CABLES	26.97
1 AMAZON CAPITAL SERVICES INC	USB FLASH DRIVES	29.33
1 AMAZON CAPITAL SERVICES INC	USB FLASH DRIVE	17.77
1 AMAZON CAPITAL SERVICES INC	REFRIGERATOR FILTERS	129.99
1 CENTURY PRINT & GRAPHICS	LETTERHEAD	306.13
** 1 SAM'S CLUB	MATERIALS & SUPPLIES	229.09

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
 INVOICES DUE ON/BEFORE 1/17/2023

1 WAREHOUSE DIRECT	TAPE	19.73
		INVOICES TOTAL: 759.01

534600-BUILDING MAINTENANCE MATERIALS

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	HEAT MAT FOR VILLAGE HALL	1,772.25
		INVOICES TOTAL: 1,772.25

541600-PROFESSIONAL DEVELOPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ANNUAL LINKEDIN RENEWAL FEES	719.64
		INVOICES TOTAL: 719.64

543101-DUES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	ILLINOIS GIS MEMBERSHIP RENEWALS	170.00
		INVOICES TOTAL: 170.00

546900-CONTINGENCIES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 TOWN & COUNTRY GARDENS EL	FLOWERS	205.00
		INVOICES TOTAL: 205.00

570100-MACHINERY & EQUIPMENT

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
** 1 CARDMEMBER SERVICE	CLOUD SERVICES	1.42
1 INSIGHT PUBLIC SECTOR INC	MOBILE PRINTERS/CODE ENFORCEMENT	1,728.03
		INVOICES TOTAL: 1,729.45

7000-POLICE PENSION EXPENDITURES

523400-LEGAL SERVICES

VENDOR	INVOICE DESCRIPTION	INVOICE AMOUNT
1 REIMER DOBROVOLNY & LABARDI PC	LEGAL SERVICES	750.00
		INVOICES TOTAL: 750.00

GRAND TOTAL: 3,918,817.56

** Indicates pre-issue check.

VILLAGE OF BARTLETT
DETAIL BOARD REPORT
INVOICES DUE ON/BEFORE 1/17/2023

GENERAL FUND	910,445.53
MOTOR FUEL TAX FUND	96,669.29
BREWSTER CREEK TIF MUN ACCT	3,469.00
WATER FUND	513,100.90
SEWER FUND	2,356,179.35
PARKING FUND	16,638.08
GOLF FUND	8,778.11
CENTRAL SERVICES FUND	12,787.30
POLICE PENSION FUND	750.00
GRAND TOTAL	3,918,817.56

** Indicates pre-issue check.

VILLAGE OF BARTLETT TREASURER'S REPORT
 CASH & INVESTMENT REPORT
 FISCAL YEAR 2022/23 as of November 30, 2022

Fund	10/31/2022		Disbursements		11/30/2022			
		Receipts						
General	24,733,779	1,585,144	1,931,961	24,386,962	8,019,017	15,362,570	1,005,375	24,386,962
MFT	6,105,646	149,184	589,233	5,665,597	1,590,489	2,743,811	1,331,297	5,665,597
Debt Service	2,366,214	19,719	1,000	2,384,933	754,434	1,629,915	584	2,384,933
Capital Projects	5,090,979	183	0	5,091,162	13,484	29,131	5,048,547	5,091,162
Municipal Building	1,126,072	954	0	1,127,026	268,011	579,024	279,991	1,127,026
Developer Deposits	2,436,385	111	0	2,436,496	22,699	4,342,591	(1,928,794)	2,436,496
59 & Lake TIF	(11,141)	(2,564,078)	3,428	(2,578,647)	356,279	769,722	(3,704,649)	(2,578,647)
BC Municipal TIF	1,864,195	18,736	33,416	1,849,515	594,376	1,284,117	(28,978)	1,849,515
Bluff City TIF Municipal	241,570	287	0	241,858	76,526	165,331	1	241,858
Water	7,250,195	1,077,977	1,617,919	6,710,253	2,587,059	5,588,987	(1,465,793)	6,710,253
Sewer	24,109,482	597,196	453,668	24,253,010	1,497,739	3,235,568	19,519,703	24,253,010
Parking	(160,788)	4,843	8,783	(164,728)	0	0	(164,728)	(164,728)
Golf	(59,896)	118,518	184,388	(125,766)	0	0	(125,766)	(125,766)
Central Services	857,901	122,162	102,018	878,045	238,412	515,077	124,556	878,045
Vehicle Replacement	4,132,956	61,202	29,026	4,165,132	661,901	1,430,001	2,073,230	4,165,132
TOTALS	80,083,549	1,192,138	4,954,841	76,320,846	16,680,426	37,675,844	21,964,576	76,320,846

Fund	10/31/2022		Disbursements		11/30/2022			
		Receipts						
BC Project TIF	10,195,875	133,170	0	10,329,045	0	0	10,329,045	10,329,045
Bluff City Project TIF	1,117,307	1,467	0	1,118,774	353,992	764,780	3	1,118,774
Bluff City SSA Debt Srv.	498,078	898	0	498,976	0	0	498,976	498,976
Police Pension	52,002,324	2,712,586	245,989	54,468,921	2,998,600	51,463,031	7,290	54,468,921


 Todd Dowden
 Finance Director

VILLAGE OF BARTLETT TREASURER'S REPORT
 REVENUE & EXPENDITURE BUDGET COMPARISONS BY FUND
 FISCAL YEAR 2022/23 as of November 30, 2022

Fund	Revenues			Expenditures			
	Actual	Current Year Budget	Percent	Actual	Current Year Budget	Percent	Prior YTD %
General	20,703,310	27,110,465	76.37%	17,317,131	30,083,547	57.56%	58.60%
MFT	1,470,732	2,105,128	69.86%	957,510	2,870,000	33.36%	32.90%
Debt Service	1,800,933	2,966,810	60.70%	338,056	2,962,167	11.41%	69.98%
Capital Projects	2,782,090	2,763,462	100.67%	500,000	500,000	100.00%	0.00%
Municipal Building	121,120	2,004,200	6.04%	0	476,000	0.00%	0.12%
Developer Deposits	13,935	172,500	8.08%	15,750	241,958	6.51%	20.04%
Bluff City SSA	4,841	947,509	0.51%	29,413	981,925	3.00%	97.33%
59 & Lake TIF	0	61,000	0.00%	2,578,647	61,000	4227.29%	0.00%
Bluff City Municipal TIF	71,486	60,100	118.95%	0	105,000	0.00%	0.00%
Bluff City Project TIF	1,110,783	2,100,500	52.88%	0	2,100,000	0.00%	100.00%
Brewster Creek Municipal TIF	913,439	1,015,500	89.95%	311,924	2,119,354	14.72%	29.00%
Brewster Creek Project TIF	8,495,646	8,055,000	105.47%	2,306,798	8,052,000	28.65%	14.80%
Water	7,987,376	12,812,500	62.34%	5,652,536	14,582,092	38.76%	49.85%
Sewer	11,668,138	22,710,000	51.38%	9,585,264	22,722,961	42.18%	13.84%
Parking	35,177	50,000	70.35%	61,938	239,902	25.82%	30.85%
Golf	2,130,508	2,507,558	84.96%	1,677,131	2,496,920	67.17%	63.03%
Central Services	851,869	1,456,154	58.50%	871,965	1,553,135	56.14%	49.62%
Vehicle Replacement	608,291	704,992	86.28%	480,652	989,000	48.60%	12.68%
Police Pension	573,035	7,061,621	8.11%	1,684,126	3,487,530	48.29%	26.99%
Subtotal	61,342,708	96,664,999	63.46%	44,368,841	96,624,491	45.92%	38.26%
Less Interfund Transfers	(5,664,089)	(4,772,975)	118.67%	(5,664,089)	(4,772,975)	118.67%	65.03%
Total	55,678,619	91,892,024	60.59%	38,704,752	91,851,516	42.14%	36.85%

VILLAGE OF BARTLETT TREASURER'S REPORT
 MAJOR REVENUE BUDGET COMPARISONS
 FISCAL YEAR 2022/23 as of November 30, 2022

Fund	Actual	Current Year		Prior YTD %
		Budget	Percent	
Property Taxes	7,154,412	11,629,537	61.52%	80.31%
Sales Taxes (General Fund)	2,177,635	3,400,000	64.05%	58.64%
Income Taxes	4,113,453	5,400,000	76.18%	74.63%
Telecommunications Tax	251,957	410,000	61.45%	53.38%
Home Rule Sales Tax	1,589,232	2,500,000	63.57%	61.71%
Real Estate Transfer Tax	546,526	850,000	64.30%	110.57%
Use Tax	940,979	1,600,000	58.81%	99.97%
Building Permits	699,346	650,000	107.59%	88.92%
MFT	982,627	1,650,000	59.55%	63.58%
Water Charges	7,659,595	12,600,000	60.79%	63.37%
Sewer Charges	4,176,384	6,550,000	63.76%	61.91%
Interest Income	264,772	38,300	691.31%	0.19%

VILLAGE OF BARTLETT TREASURER'S REPORT
 GOLF FUND DETAIL (Excluding Capital Projects)
 FISCAL YEAR 2022/23 as of November 30, 2022

Fund	Actual	Current Year Budget	Percent
Golf Program			
Revenues	1,273,835	1,430,558	89.04%
Expenses	907,638	1,397,786	64.93%
Net Income	366,198	32,772	1117.41%
F&B - Restaurant			
Revenues	129,687	149,000	87.04%
Expenses	278,042	365,622	76.05%
Net Income	(148,355)	(216,622)	68.49%
F&B - Banquet			
Revenues	570,157	780,000	73.10%
Expenses	422,371	667,812	63.25%
Net Income	147,787	112,188	131.73%
F&B - Midway			
Revenues	156,828	148,000	105.97%
Expenses	69,081	65,700	105.15%
Net Income	87,748	82,300	106.62%
Golf Fund Total			
Revenues	2,130,508	2,507,558	84.96%
Expenses	1,677,131	2,496,920	67.17%
Net Income	453,376	10,638	4261.86%

Sales Taxes

Month	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	FY 18/19	FY 19/20	FY 20/21	FY 21/22	FY 21/23
May	143,188	125,055	141,609	161,850	159,411	167,379	156,194	160,850	185,540	220,859
June	162,596	153,553	170,308	178,006	186,494	194,753	187,952	183,798	277,635	281,954
July	173,657	178,983	170,734	181,943	201,320	200,041	205,572	198,797	274,678	303,057
August	191,196	200,051	200,031	224,385	219,629	227,783	232,110	209,005	331,855	338,161
September	186,097	188,547	193,484	211,186	224,268	218,236	220,524	233,289	325,874	334,152
October	184,425	190,872	204,424	209,930	215,328	211,089	262,349	221,535	299,302	380,114
November	186,229	181,445	198,880	206,205	208,760	215,922	227,334	202,764	304,608	319,337
December	170,530	188,055	212,286	212,435	219,639	196,081	214,284	236,916	314,214	
January	174,037	179,846	204,437	207,123	221,599	221,276	243,184	208,079	282,703	
February	149,669	160,774	170,190	201,075	206,836	196,714	186,495	199,411	312,927	
March	210,506	187,865	194,219	190,934	196,530	181,590	203,051	203,477	308,392	
April	151,678	141,054	149,630	167,837	180,413	170,866	193,930	211,072	247,260	
Total	2,083,807	2,076,100	2,210,232	2,352,909	2,440,227	2,401,729	2,532,977	2,468,994	3,464,989	2,177,635
% increase	1.73%	-0.37%	6.46%	6.46%	3.71%	-1.58%	5.46%	-2.53%	40.34%	4.84%
Budget	2,010,000	2,075,000	2,115,000	2,205,000	2,400,000	2,425,000	2,460,000	2,575,000	3,400,000	3,400,000

Warrant/EFT#: EF 0013671

Fiscal Year	2023	Issue Date	11/04/22	
Warrant Total	\$319,337.26	Warrant Status		
Agency	Contract	Invoice	Voucher	Agency Amount
492 - REVENUE		A2285382	3A2285382	\$319,337.26

IOC Accounting Line Details

Fund	Agency	Organization	Appropriation	Object	Amount	Appropriation Name
0189	492	27	44910055	4491	\$319,337.26	DISTRIBUTE MUNI/CNTY SALES TAX

Payment Voucher Description

Line	Text
1	IL DEPT. OF REVENUE AUTHORIZED THIS PAYMENT ON 11/04/2022
2	MUNICIPAL 1 % SHARE OF SALES TAX
3	LIAB MO: AUG. 2022 COLL MO: SEP. 2022 VCHR MO: NOV. 2022
4	?S PHONE: 217 785-6518 EMAIL: REV.LOCALTAX@ILLINOIS.GOV
61	MUNICIPAL 1 % SHARE OF SALES TAX

[Click here for assistance with this screen.](#)

MOTOR FUEL TAX

Month	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	106,665	89,988	93,139	91,478	86,848	83,590	96,769	134,647	138,706
June	80,212	58,408	58,737	72,645	79,592	76,204	99,562	138,322	143,599
July	89,915	103,948	94,278	95,252	93,416	95,250	121,837	137,127	140,615
August	61,056	100,154	89,533	89,970	90,079	137,033	142,172	148,687	135,008
September	83,006	67,441	79,032	79,527	75,247	148,846	132,059	142,475	146,887
October	89,337	87,626	91,489	91,053	98,725	136,575	130,305	131,236	139,533
November	90,552	101,486	93,216	92,796	92,950	153,788	131,647	144,611	140,270
December	103,771	93,002	97,757	91,055	89,502	180,890	136,795	153,239	
January	97,525	89,828	92,928	93,233	89,403	128,180	119,239	140,177	
February	74,031	90,531	88,602	80,765	81,313	126,802	112,605	96,768	
March	37,978	77,861	75,544	80,062	77,761	131,268	116,673	137,179	
April	95,841	93,782	90,224	94,326	91,212	122,218	135,751	138,279	
Subtotal	1,009,889	1,054,055	1,044,479	1,052,164	1,046,048	1,520,643	1,475,415	1,642,746	984,618
Plus:									
High Growth	37,682	37,743	37,801	37,266	36,909	9,192	89,348	61,771	
Jobs Now	359,592								
Rebuild Illinois									
Total	1,407,163	1,091,798	1,082,280	1,089,430	1,082,957	1,529,835	2,922,648	2,609,773	1,437,246
Budget	1,188,990	1,025,000	1,067,287	1,095,000	1,095,000	1,085,000	1,715,000	1,620,000	1,650,000
Annual Inc in \$									
only MFT Allocations	-0.73%	4.37%	-0.91%	0.74%	-0.58%	45.37%	-2.97%	11.34%	-3.00%



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

Bureau of Local Roads & Streets
217-782-1662

Municipality Report

December 2, 2022

Bartlett

MOTOR FUEL TAX ALLOTMENT AND TRANSACTIONS FOR NOVEMBER, 2022

Beginning Unobligated Balance		\$8,371,680.17
Motor Fuel Tax Fund Allotment	\$79,334.91	
MFT Transportation Renewal Fund Allotment	\$60,934.86	
Minus Amount Paid to State	\$0.00	
Net Motor Fuel Tax Allotment		\$140,269.77
Plus Credits Processed		\$0.00
Minus Authorizations Processed		\$0.00
Current Unobligated Balance		\$8,511,949.94

PROCESSED TRANSACTIONS:

LGDF (Local Government Distributive Fund) - Local Share of State Income Tax Revenue

The local municipalities share of the state income tax is not a grant, but is part of an irrevocable commitment to municipalities in return for their support in creating a state income tax in 1969.

Month	FY 2010-11	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23
May	409,164	385,165	517,788	703,098	622,835	738,677	562,075	552,308	565,171	827,513	415,461	693,410	1,304,763
June	218,172	245,987	272,230	238,871	231,987	306,761	268,673	285,636	261,088	258,429	257,341	608,397	383,282
July	306,618	318,662	349,582	365,845	383,947	432,821	383,442	377,861	353,016	386,474	408,647	545,787	647,045
August	201,020	219,229	219,366	227,299	223,978	251,174	223,293	180,579	259,137	277,037	558,708	306,468	333,265
September	206,152	211,017	217,593	221,748	219,026	239,229	243,902	212,997	252,907	245,191	316,571	323,647	362,169
October	299,619	335,157	342,618	386,875	390,808	420,455	360,422	324,300	393,064	437,466	458,423	588,142	663,057
November	225,490	213,448	258,884	256,145	263,481	277,231	241,907	244,065	283,096	285,514	309,760	337,156	419,871
December	249,379	200,970	213,647	204,452	198,121	216,813	219,162	214,871	234,648	269,799	274,242	314,565	
January	284,311	298,588	331,177	378,611	335,683	406,804	354,337	313,145	341,897	377,110	436,922	560,065	
February	351,345	344,257	390,939	401,803	500,840	445,170	409,813	453,275	411,330	388,526	461,926	698,349	
March	175,237	229,674	219,213	229,493	218,490	257,723	214,499	227,873	247,673	288,908	318,357	302,694	
April	301,466	356,610	380,648	401,317	446,490	398,780	413,655	349,908	397,816	424,333	507,617	646,664	
Total	3,227,973	3,358,764	3,713,686	4,015,557	4,035,686	4,391,638	3,895,179	3,736,819	4,000,843	4,466,301	4,723,974	5,925,343	4,113,453
LGDF @ 10%	4,961,731	5,597,940	6,189,477	6,692,595	6,240,385	5,489,548	4,868,974	6,145,469	7,037,087	7,767,480	7,855,193	9,777,794	6,740,237
DIFFERENCE	(1,733,758)	(2,239,176)	(2,475,791)	(2,677,038)	(2,204,699)	(1,097,910)	(973,795)	(2,408,650)	(3,036,244)	(3,301,179)	(3,131,219)	(3,852,451)	(2,626,784)

LGDF Effective % Rate Changes

- 7/1/2010 - 10% to 6%
- 2/1/2015 - 6% to 8%
- 8/1/2017 - 8% to 5.45%
- 7/1/2018 - 5.45% to 5.75%
- 7/1/2020 - 5.75% to 6.06%
- 8/1/2022 - 6.06% to 6.16%

Memorandum

To: Paula Schumacher, Village Administrator
From: Samuel Hughes, Senior Management Analyst
Date: January 11, 2023
Re: Local Government Distributive Fund (LGDF)

In the previous General Assembly, the LGDF was increased 0.1% to 6.16%. Although there was an increase, prior to 2011, the LGDF had been mutually agreed upon to be at a level of 10% and was for 42 years. The governor and our newly elected leaders should look at cuts in their own budget to shore up the state's financial position as opposed to looking at the LGDF as a security blanket.

In early 2022 there were two bills in the General Assembly to increase the LGDF from 6.06% to 8%, but both failed. This resolution urges an increase back to the original 10%.

We join the DuPage Mayors and Managers Conference and the Northwest Municipal Conference advocating for this increase to fund infrastructure, public safety, pensions and other critical community obligations. The village has lost \$26,536,813 in revenue while at the same time, state income tax revenue has grown by 195%. The state's financial mismanagement should not be solved on the backs of its municipalities to the detriment of our residents.

This resolution attached will be sent to our representatives in Springfield as well as the governor.

Motion:

I MOVE TO APPROVE RESOLUTION 2022-_____-R A RESOLUTION
URGING THE RESTORATION OF THE LOCAL GOVERNMENT
DISTRIBUTIVE FUND FOR ILLINOIS MUNICIPALITIES

RESOLUTION 2022- ____-R

**A RESOLUTION URGING THE RESTORATION OF THE LOCAL GOVERNMENT
DISTRIBUTIVE FUND FOR ILLINOIS MUNICIPALITIES**

WHEREAS, the Local Government Distributive Fund (LGDF) was created in 1969 not as a grant, but as an irrevocable commitment to municipalities in return for their support in creating a state income tax; and

WHEREAS, the original share was 10% dropping to 5.45% at its lowest in 2017; and

WHEREAS, in 2022 members of the Illinois General Assembly proposed two bills to increase LGDF funding from 6.06% to 8%, with a 0.1% increase being approved making the percentage 6.16%; and

WHEREAS, the Village of Bartlett experienced a loss in revenue of \$26,536,813 in LGDF funding between 2011 and 2022; and

WHEREAS, the state has seen a 195% increase in total income tax revenue during this same time period; and

WHEREAS, the distributions from the LGDF are an important aspect of the municipal financial structure; and

WHEREAS, the Village of Bartlett's LGDF revenues from FY22 were \$5,925,343 which made up 19% of general fund revenues; and

WHEREAS, the Village of Bartlett is a front-line provider of government services to citizens, and these services include police protection, street infrastructure, water and sewer services, planning and development services, tree trimming, snow removal and many other services; and

WHEREAS, the Village of Bartlett continues to maintain high service levels our residents have come to expect; and

WHEREAS, restoring the LGDF share would go a long way to help balance municipal budgets; and

WHEREAS, we ask our representatives in the General Assembly to take action to restore the LGDF back to 10% for Illinois communities; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage, and Kane Counties, Illinois, that the local Government Distributive Fund percentage not be reduced or altered in anyway by the State of Illinois in a manner that negatively affects the Village of Bartlett, its residents or business community.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Gilles, Village Clerk



Agenda Item Executive Summary

Item Name Bartlett Park Conveyance Intergovernmental Agreement Committee or Board Board

BUDGET IMPACT

Amount:	n/a	Budgeted	n/a
List what fund			

EXECUTIVE SUMMARY

The Village of Bartlett and the Bartlett Park District entered into a lease agreement for Bartlett Park commencing on January 1, 1972 and expiring on December 31, 2022. Rather than renew the existing lease, the Village Board directed staff to work with the Bartlett Park District to transfer of the park to the ownership of the Bartlett Park District. An intergovernmental agreement was drafted for the conveyance of Bartlett Park from the Village to the Park District.

The revised agreement provides clarification on the authority of the Village to transfer the park land either through the Illinois Local Government Property Transfer Act or the Village's home rule powers. Either authority is available, but they have different voting requirements. The amended agreement cites both sources of authority for the Village.

The Park District agrees that the Village may continue to utilize Bartlett Park for the Merry and Bright and the National Night Out events with no user fees.

ATTACHMENTS (PLEASE LIST)

Resolution and Agreement

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

I move to approve Resolution 2023-____ A resolution approving the intergovernmental agreement for conveyance of Bartlett Park from the Village of Bartlett to the Bartlett Park District.

Staff: Paula Schumacher, Village Administrator

Date: January 10, 2023

Memorandum

TO: Village President and Board of Trustees

FROM: Paula Schumacher, Village Administrator

DATE: January 10, 2023

SUBJECT: Bartlett Park Conveyance Intergovernmental Agreement

The Village of Bartlett and the Bartlett Park District entered into a lease agreement for Bartlett Park commencing on January 1, 1972 and expiring on December 31, 2022. The lease states that the Village determined that "it is in the best interest of the people of Bartlett to turn the function of planning, operating and maintaining a park system and recreational program in the Village to the Bartlett Park District". The lease outlines maintenance responsibilities, indemnification and utility payments.

Since the 1972 agreement, the Bartlett Park District has managed and maintained the programming, equipment, fields and buildings at the park. Bartlett Park is the site of iconic community events, including the annual tree lighting and National Night Out celebrations. The Free To Be Me Inclusive Playground was opened late summer 2020, and the Merry and Bright festivities were introduced at the park last year. The park district has spent over \$1 million dollars on Bartlett Park since 2020 with the new playground, making improvements inside the log cabin, updating the landscaping and pathways including a new ADA compliant entrance ramp.

Rather than renew the existing lease, the Village Board directed staff to work with the Bartlett Park District to transfer of the park to the ownership of the Bartlett Park District. An intergovernmental agreement was drafted for the conveyance of Bartlett Park from the Village to the Park District.

The Park District agrees that the Village may continue to utilize Bartlett Park for the Merry and Bright and the National Night Out events with no user fees.

This agreement was on a previous agenda, but clarification was needed on the authority of the Village to transfer the park land either through the Illinois Local Government Property Transfer Act or the Village's home rule powers. Either authority is available, but they have different voting requirements. The amended agreement cites both sources of authority for the Village.

RESOLUTION 2023 - _____

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT
FOR CONVEYANCE OF BARTLETT PARK FROM THE VILLAGE
OF BARTLETT TO THE BARTLETT PARK DISTRICT**

BE IT RESOLVED by the Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois (the "Village Board"), and alternatively as authorized by and in exercise of the Village's Home Rule Powers, **BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: That the Intergovernmental Agreement for Conveyance of Bartlett Park from Village of Bartlett to Bartlett Park District dated as of January 17, 2023 (the "Agreement"), a copy of which is appended hereto and is expressly incorporated herein, is hereby approved.

SECTION TWO: That the Village President and Village Clerk are hereby authorized and directed to execute and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: January 17, 2023

APPROVED: January 17, 2023

Kevin Wallace, President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2023 - _____ enacted on January 17, 2023 and approved on January 17, 2023, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

INTERGOVERNMENTAL AGREEMENT FOR CONVEYANCE OF BARTLETT PARK FROM VILLAGE OF BARTLETT TO BARTLETT PARK DISTRICT

This Intergovernmental Agreement for Conveyance of Bartlett Park from Village of Bartlett to Bartlett Park District (“Agreement”) is made and entered into this 17th day of January, 2023 (“Effective Date”), by and between the Village of Bartlett, an Illinois municipality, 228 S. Main Street, Bartlett, Illinois 60103 (“Village”), and Bartlett Park District, an Illinois park district, 696 Stearns Road, Bartlett Illinois 60103 (“Park District”). The Village and Park District are sometimes referred to herein as a “Party” or collectively as the “Parties.”

RECITALS

- A. Park District is an Illinois Park District created and operating pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 et seq. (the “Park Code”).
- B. Village is an Illinois municipality created and operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1 et seq. (the “Municipal Code”), and is a home rule unit of government that, pursuant to Article VII, Section 6(a) of the Illinois Constitution, may exercise any power and perform any function pertaining to its government and affairs (the “Village’s Home Rule Powers”).
- C. The Village is owner in fee simple of that certain 3.801 acre parcel of real property commonly known as “Bartlett Park,” 102 W. North Avenue, Bartlett Illinois, 60103, legally described and depicted in **Exhibit 1** (“Bartlett Park”).
- D. The Park District wishes to acquire Bartlett Park and the Village wishes to convey Bartlett Park to the Park District pursuant to the terms and conditions set forth in this Agreement.
- E. Article VII, Section 10 of the 1970 Illinois Constitution authorizes units of local government such as villages and park districts to contract or otherwise associate among themselves in any manner not prohibited by law or by ordinance.
- F. Village and Park District are “municipalities” as the term is defined in the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01 et seq. (“Transfer Act”), and the Village and Park District each has authority to complete this exchange of real property under the provisions of the Transfer Act. In addition to the authority conferred to the Village under the Transfer Act, the Village also and alternatively has the authority to approve of the conveyance of Bartlett Park to the Bartlett Park District pursuant to, and in exercise of, the Village’s Home Rule Powers.
- G. Bartlett Park is not subject to or encumbered by any restriction, condition, limitation, qualification, reversion, possibility of reversion, covenant, agreement or restraint of whatever kind or nature, the effect of which would be to restrict the use or ownership of real estate by a municipality as defined in the Transfer Act, except for that certain Park

Lease Agreement dated January 1, 1972 between the Village and the Park District that expires by its own terms on December 31, 2022 (the "Existing Lease"), and any month to month tenancy, or tenancy at sufferance, or other leasehold interest the Park District may have in Bartlett Park until terminated by mutual written agreement as provided herein, or otherwise as provided by law ("BPD's Ongoing Leasehold Rights").

- H. The corporate limits of each Party to this Agreement are coextensive with, or partly within and partly without the corporate limits of the other Party.
- I. The Park District has adopted or shall on the Effective date adopt an ordinance declaring that it is necessary or convenient for it to use, occupy or improve Bartlett Park upon the terms as are agreed upon by the corporate authorities of the Parties as set forth in this Agreement,
- J. The Village has adopted or shall on the Effective date adopt a resolution by a vote of 2/3 of the members of the Village Board of Trustees now holding office, or alternatively adopt a resolution by a concurrence of a majority of the Village President and Board of Trustees (the "Corporate Authorities") as authorized by, and in exercise of the Village's Home Rule Powers authorizing the conveyance of Bartlett Park to the Park District pursuant to the Transfer Act, or alternatively the Village's Home Rule Powers, upon the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein contained, the sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

Section 1. Recitals and Exhibits.

The Recitals set forth above are specifically incorporated into and made a part of this Agreement as though fully set forth in this Section 1. All exhibits identified in this Agreement are by this reference fully incorporated into and made an integral part of this Agreement.

Section 2. Conveyance of Bartlett Park.

Subject to satisfaction or waiver of the contingencies described in Section 3 of this Agreement, the Village agrees to convey to the Park District and the Park District agrees to accept from Village, fee simple title in and to Bartlett Park, including the land, and all improvements thereon, and further including but not by limitation, all buildings, structures, fixtures, easements, alleys, driveways, rights of way, privileges, tenements, hereditaments, uses and interests appurtenant to the land, for the sum of TWO DOLLARS AND 00/100 DOLLARS (\$2.00) on the terms set forth herein. No earnest money shall be required for the transaction contemplated by this Agreement.

Section 3. Due Diligence

Village shall not convey Bartlett Park to the Park District unless and until the following conditions have been satisfied or waived by the Park District:

- A. The Park District performing or causing to be performed upon Bartlett Park such engineering tests, environmental and hazardous substance and toxicological tests, Phase I environmental studies, soil borings, or other physical tests or studies (and reviewing and inspecting all physical, legal and other matters, information and documents) as Park District, in its sole discretion, may determine necessary to verify the suitability of Bartlett Park for Park District's intended use thereof, pursuant to the terms and conditions set forth in the Inspection License attached hereto as **Exhibit 2**.
- B. The representations and warranties of Village set forth herein will be true in all material respects on the Closing Date with the same force and effect as if such representations and warranties were made on and as of the Closing Date, and the covenants by Village shall have been performed in all material respects in accordance with the terms of this Agreement.
- C. Chicago Title Insurance Company ("Title Company") is unconditionally prepared at the time of Closing to issue to Park District an ALTA 2006 Owners Title Insurance Policy based on its Commitment No. 22008796WF dated July 29, 2022, covering Bartlett Park, with extended coverage, and upon the further terms and conditions relating to said commitment and said policy as provided by this Agreement.
- D. The aforesaid conditions may be completed in any sequence. However, the Closing shall not occur and title to Bartlett Park shall not be conveyed to the Park District, until all of the contingencies specified in this Section 3 are either obtained or waived by the Park District.
- E. In the event that the conditions contained in this Section 3 are not satisfied or waived on or before sixty (60) days after the Effective Date ("Contingency Period"), Park District may give notice of termination to Village not later than ten (10) days after the expiration of the Contingency Period, and this Agreement shall become null and void. Notwithstanding the foregoing, Park District shall have the right to extend such deadline by an additional sixty (60) days by delivery of written notice to Village prior to expiration of the Contingency Period.

Section 4. Escrow, Closing and Possession

- A. Subject to the conditions and provisions of this Agreement that entitle either Party to terminate this Agreement, the Closing shall occur on that date which is ten (10) days after the date all contingencies specified in Section 3 herein have been satisfied or waived by

Park District, unless otherwise mutually agreed by the Parties (the "Closing"). The Closing shall occur at a mutually agreed office of the Title Company unless otherwise agreed by the Parties; if the Parties are unable to agree on an office for closing, the closing shall occur in the Wheaton, Illinois office of the Title Company.

- B. The Closing may upon the request of either Party be consummated through an escrow (the "Escrow") with the Title Company as escrowee, which Escrow conforms to the provisions of this Agreement. The cost of the Escrow shall be shared equally by the Parties. The Escrow shall provide that Park District's obligation to consummate the Closing is conditioned on the issuance by the Title Company to Park District an ALTA 2006 Owners Title Insurance Policy based on its Commitment No. 22008796WF dated July 29, 2022, (the "Title Commitment") with extended coverage, in a policy amount reasonably determined by the Park District, covering Bartlett Park, containing the general and standard exceptions, stipulations and exclusions contained in form of said Title Policy, and further containing only the following exceptions to title, (1) the Existing Lease, and BPD's Ongoing Leasehold Rights; (2) Schedule B, Part 2, Exceptions G and H on the Title Commitment, and (3) matters suffered or created by the Grantee (collectively, the "Permitted Exceptions") (the "Title Policy"). Village shall pay the premium to be paid to the Title Company for the "extended" Owner's Title Policy (exclusive of all endorsements other than extended coverage and those required to insure Park District against loss or damage that may be caused by any exception Park District does not agree to accept. Park District shall pay for all endorsements other than those required for extended coverage and those required to insure Park District against loss or damage that may be caused by exceptions that is or are not Permitted Exceptions.
- C. Possession of Bartlett Park shall be delivered to Park District upon completion of the Closing unless otherwise agreed in writing by the Parties.

Section 5. Merry and Bright and National Night Out Events. Park District agrees that Village may continue to utilize Bartlett Park for the "Merry and Bright" event, and the Village may continue to utilize Bartlett Park for its "National Night Out" events (collectively the "Events") after the Closing. The Events shall occur on dates and times, and in formats that said Events are currently operated. Each of the Events may be conducted not more than one time per calendar year, and the Parties agree to reasonably cooperate on the production of the Events. Village shall be solely responsible for all costs and expenses associated with the Events. Park District shall not charge a fee for Village's use of Bartlett Park to host the Events, but Village shall reimburse Park District for any and all costs incurred as a result of the Events. Village shall defend, indemnify save and hold harmless the Park District, its officers, employees, agents, and volunteers ("Park District Indemnitees") from and against any and all claims, losses, costs, and damages arising from the Events, including but not by limitation personal injury including death and property damage ("Claim"), except to the extent a Claim is caused by one or more Park District Indemnitees. Prior to commencement of an Event, Village shall provide a certificate of insurance to the Park District demonstrating CGL coverage in an amount not less than \$2 million per occurrence and \$4 million

aggregate, auto liability, and worker's compensation/employer liability in amounts reasonably acceptable to the Park District. Village shall not assign its rights under this Agreement, in whole or in part to any third party without the prior express written consent of the Park District. The terms and conditions of this Section 5 shall survive the Closing.

Section 6. Closing Documents. Village shall deliver to Escrowee the following executed documents on the Closing Date:

- A. A quit claim deed ("Deed") in recordable form, conveying to Park District title to Bartlett Park free and clear of all liens, encumbrances, and exceptions to title, other than the Permitted Exceptions.
- B. An ALTA Statement executed by Village, covering the parcel to be conveyed, in the form customarily required by the Title Company and such other affidavits as Park District or Title Company may reasonably require.
- C. An Affidavit of Title in form approved by Park District.
- D. A GAP Undertaking in form approved by Title Company and Park District.
- E. Bill of Sale conveying any and all personal property, equipment and fixtures associated with Bartlett Park.
- F. A Certificate of Non-Foreign Status executed by Village.
- G. A fully paid ALTA Owner's Policy in the amounts and containing the endorsements described above, dated as of the date of Closing, insuring that title is vested in the Park District, and subject only to the Permitted Exceptions agreed to by the Park District.
- H. Transfer tax exempt stamps and completed transfer tax exemption forms.
- I. Closing Statement.
- J. Such other documents required by this Agreement and/or which Park District, governmental law or regulation, or the Title Company may reasonably require.

Section 7. Transaction Costs.

- A. Except as otherwise expressly provided to the contrary in this Agreement, Village shall be responsible for all closing costs customarily paid by a seller, and Park District shall be responsible for all closing costs customarily paid by a purchaser.
- B. Village shall pay State of Illinois and Cook County transfer taxes if any are due, the base premium for the Owner's Title Policy with extended coverage, and the cost of any title insurance endorsements required to insure over any Unpermitted Exceptions which Village has agreed in writing to cure. Village and Park District shall each pay one-half of the cost of the Escrow fees (including "New York Style" closing fees).
- C. Park District shall be solely responsible for the costs of its own due diligence activities, including, but not limited to, fees for further engineering and environmental reports.

- D. Village and Park District shall be responsible for the fees of their respective attorneys. Park District shall pay the cost of all recording fees for the deeds and all fees and other charges in any way related to any mortgage loan obtained by Park District, including, without limitation, mortgagee title policies; provided, however, that Village shall pay all recording fees for all documents required to remove any title exceptions not agreed to by Park District, which Village elects to cure.

Section 8. Prorations. The following items shall be prorated as of the Closing Date and shall be deducted from or added to the Purchase Price, as appropriate, payable at the Closing. The following items shall be prorated on a per diem basis as of midnight at the end of the day immediately preceding the Closing Date. The purpose and intent of the provisions set forth in this Section 8 and elsewhere in this Agreement is that Village shall bear all expenses of ownership and operation of Bartlett Park, and shall receive all income accruing therefrom through midnight at the end of the day immediately preceding the Closing Date, and Park District shall bear all such expenses and receive all such income accruing on Bartlett Park, thereafter:

- A. At or before the Closing, Village shall be responsible for all real estate taxes, assessments, interest, and penalties levied, pending, or assessed against Bartlett Park, if any, for all years prior to the year of the Closing, and for the portion of the year in which the Closing occurs through the date of the Closing, which will be billed by Cook County after the Closing. Parties acknowledge that as of the Effective Date, Bartlett Park is exempt from general real estate taxes and there are no general real estate taxes or special assessments applicable to Bartlett Park. Park District shall be solely responsible for any and all general real estate taxes that accrue on Bartlett Park after the date of Closing.
- B. Village shall be responsible for all operating expenses of Bartlett Park which pertain to the period prior to and including the Closing Date, except with respect to the Existing Lease.
- C. All other prepaid and accrued items which are customarily prorated in transactions similar to the transaction contemplated by this Agreement shall be prorated in accordance with local custom in Bartlett, Illinois.

Section 9. Village's Representations.

To induce Park District to execute, deliver and perform this Agreement and without regard to any independent investigations made by Park District, but taking into account the Park District has had possession of Bartlett Park for the last 50 years by virtue of the Existing Lease and subject to the Park District's actual knowledge thereof, Village represents to the best of its actual knowledge to Park District as follows, which representations shall be deemed remade at Closing:

- A. Village has full right, power, and authority to enter into this Agreement and to perform its obligations hereunder without the necessity of obtaining any consent(s) from any party, subject only to the conditions and contingencies set forth herein.

- B. Village has no actual knowledge of, nor has Village received any written notice from any association or governmental entity regarding Bartlett Park, of any of the following:
1. zoning, building, fire, health code, FEMA, or US Army Corps of Engineers violations that have not been corrected;
 2. any pending rezoning;
 3. boundary line disputes;
 4. any pending or threatened condemnation or Eminent Domain proceeding;
 5. easements or claims of easements not shown on the public records;
 6. any hazardous waste on Bartlett Park;
 7. any improvements to Bartlett Park for which the required initial and final permits were not obtained;
 8. any improvements to Bartlett Park which are not included in full in the determination of the most recent tax assessment; or
 9. any improvements to Bartlett Park which are eligible for the home improvement tax exemption.
- C. Village has no knowledge of, and has not received any notices from Cook County, or any other governmental authority, of any zoning, building, fire, health or environmental code violations with respect to Bartlett Park.
- D. Village has no knowledge of any boundary line disputes or any easements or claims of easements not shown by the public records.
- E. There are no pending or unconfirmed special assessments affecting Bartlett Park by any association or governmental entity that are or may be payable by Park District after the date of Closing. Bartlett Park is not located within a Special Assessment Area or Special Service Area, payments for which will not be the obligation of Village after the year in which the Closing occurs.
- F. No hazard presently exists or may have previously existed on Bartlett Park which would be deemed a violation of any federal, state, county or local environmental protection statute, act, ordinance, regulation, or code, and that to the best of Village's actual knowledge, no Hazardous Substance has been released or discharged on Bartlett Park.
- G. There is no action, suit, proceeding or governmental or administrative investigation pending or, to the best of the actual knowledge of Village, threatened against Village which might, severally or in the aggregate, materially and adversely affect Bartlett Park. There is no threatened litigation, condemnation or special assessment affecting Bartlett Park.

- H. Bartlett Park will at the time of Closing be in substantially the same condition as on the Effective Date, normal wear and tear excepted, and Village shall commit no waste between the Effective Date and Closing.
- I. This Agreement constitutes the valid and binding agreement of Village and does not contain any provision which would render it unenforceable against Village.
- J. Village has good and marketable fee simple title to all of Bartlett Park, and Village has the right to sell, convey, transfer, and assign to Park District merchantable fee simple title to all of Bartlett Park, free and clear of any liens, claims, options, charges, mortgages, pledges, encumbrances, sales agreements, and rights of others including homestead rights.
- K. There are no options or rights in any third party to purchase or acquire any ownership interest in Bartlett Park, and Bartlett Park is not subject to any executory contracts of sale, rights of first refusal, options, or leases.
- L. Village owns Bartlett Park in fee simple, free of any liens, claims or encumbrances other than any title or survey defect disclosed in the Commitment or on the Survey provided to Park District prior to the Effective Date.
- M. That as of the date hereof, other than the Existing Lease to the Park District, there are no leases or other agreements for occupancy in effect with respect to Bartlett Park, except those previously disclosed.
- N. There are no service contracts with respect to Bartlett Park that will remain in effect after Closing.
- O. Subject to satisfying the conditions set forth in this Agreement and applicable law, Village has full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Village pursuant hereto.
- P. That the consummation of the transaction contemplated by this Agreement will not result in a breach of any of the terms and conditions of, or constitute a default under, any agreement to which Village is now a party and which affects the Property, or any part thereof, or violate or cause to be violated any judgment or decree of any court, administrative agency or governmental body or any applicable law.
- Q. To Village's actual knowledge, there are no actions, suits, proceedings, or investigations threatened against Bartlett Park or any portion thereof.

- R. To Village's actual knowledge, there are no parties other than Village in possession of any portion of Bartlett Park, nor has Village entered into any leases (oral or written) applicable to or affecting Bartlett Park, except as previously disclosed.
- S. Village has not granted any third party an option to purchase, right of first refusal, right of first offer or other similar right with respect to all or a portion of the Bartlett Park and Village has not entered into any other contracts for the sale of all or any portion of Bartlett Park with any third party.
- T. Village agrees that it will not enter into any new leases or other agreements for occupancy, service contracts, or options to purchase, rights of first refusal, right of first offer or other similar right with respect to all or any portion of Bartlett Park, or contracts for the sale of Bartlett Park with any third party.
- U. In the event that, prior to Closing, Village discovers or becomes aware that, as of Closing, any representation or warranty of Village is or will be inaccurate, untrue, or incorrect, Village shall give Park District one or more written notices of any modifications (each, a "Village Statement of Modification") to the representations and warranties of Village set forth in this Agreement, within fifteen (15) business days after discovering such inaccuracy. In the event of any Village Statement of Modification concerning a matter which, in Park District's reasonable determination, materially and adversely affects the title, or intended use of Bartlett Park, Park District shall have the right to terminate this Agreement, whereupon neither Party hereto shall have any further rights or liabilities under this Agreement.

Section 10. Park District's Representations and Warranties.

Park District represents to Village:

- A. That Park District and Park District's authorized signatory below have full authority to acquire Bartlett Park and to execute this Agreement and any and all documentation required to effectuate the full intent and purpose of this Agreement.
- B. Park District has no actual knowledge of, nor has Park District received any written notice from any association or governmental entity regarding Bartlett Park, of any of the following:
 - 1. Zoning, building, fire, health code, , FEMA, or US Army Corps of Engineers violations that have not been corrected;
 - 2. any pending rezoning;
 - 3. boundary line disputes;
 - 4. any pending or threatened condemnation or Eminent Domain proceeding;
 - 5. easements or claims of easements not shown on the public records;

6. any hazardous waste on Bartlett Park;
 7. any improvements to Bartlett Park for which the required initial and final permits were not obtained;
 8. any improvements to Bartlett Park which are not included in full in the determination of the most recent tax assessment; or
 9. any improvements to Bartlett Park which are eligible for the home improvement tax exemption.
- C. Park District has no knowledge of, and has not received any notices from Cook County, or any other governmental authority, of any zoning, building, fire, health or environmental code violations with respect to Bartlett Park.
- D. Park District has no knowledge of any boundary line disputes or any easements or claims of easements not shown by the public records.

Section 11. Risk of Loss

The risk of loss shall remain with Village until completion of the Closing, and risk of loss shall vest in Park District upon completion of the Closing. Village agrees to keep the improvements located on Bartlett Park insured through the Closing. If the improvements are destroyed prior to Closing, and Park District desires to proceed with the Closing, Park District shall receive a credit at Closing equal to the costs to replace the improvements or restore them to the condition that existed as of the Effective Date.

Section 12. Village Default. Except as otherwise provided in this Agreement, if Village fails to perform or observe in any material respect any of the covenants or agreements to be kept or performed by Village under this Agreement and such failure remains uncured ten (10) days after receipt of written notice thereof from Park District (or such longer period reasonably required to cure such failure so long as efforts to cure are commenced within said ten (10) day period), Park District, at its election, shall be entitled either (i) to enforce specific performance of this Agreement, or (ii) to terminate this Agreement prior to the Closing, and if this Agreement is so terminated, and, except as otherwise expressly provided in this Agreement to the contrary, neither Park District nor Village shall have any further rights or liabilities accruing hereunder after said termination. The failure of Park District to exercise any of Park District's rights and remedies under this Paragraph 14 shall not be deemed to be a waiver by Park District of any rights or remedies available to Park District during the continuation of Village's breach or default or upon any subsequent misrepresentation or breach or other default by Village of its obligations, covenants, or agreements to be performed under this Agreement.

Section 13. Park District Default. If Park District fails to perform or observe in any material respect any of the covenants or agreements to be kept or performed by Park District under this Agreement, and if such failure remains uncured for five (5) days after receipt of written notice thereof from Village, Village, at its election, shall be entitled, as its sole remedy, to terminate this

Agreement prior to Closing, and if this Agreement is so terminated, and except as otherwise expressly provided herein to the contrary, neither Park District nor Village shall have any further rights or liabilities accruing hereunder after said termination. Village waives all other rights and remedies including the right to recover damages and the right to seek specific performance. The failure of Village to exercise any of Village's rights and remedies under this Paragraph 15 shall not be deemed to be a waiver by Village of any rights or remedies available to Village during the continuation of Park District's breach or default or upon any subsequent misrepresentation or breach or other default by Park District of its obligations, covenants, or agreements to be performed under this Agreement.

Section 14. Notices

All notices required or permitted to be delivered hereunder shall be in writing and shall be delivered in person or by overnight express carrier, by United States registered or certified mail with return receipt requested, or by email. If delivered in person, such notices shall be effective on the date of delivery and, if sent by overnight express carrier, shall be effective on the next business day immediately following the day sent; if so mailed, shall be effective at the time of deposit in any U.S. Post Office or collection box with postage prepaid and, if sent by email, shall be deemed effective on the day when sent, if transmitted before 5:00 P.M. Chicago time.

All notices shall be addressed as follows:

To Village: Paula Schumacher
Village Administrator
Village of Bartlett
228 South Main Street
Bartlett, IL, 60103
Phone: 630-837-0800
Email: pschumacher@vbartlett.il.gov

To Village's Attorney: Bryan E. Mraz
Bryan E. Mraz & Associates, P.C.
111 East Irving Park Road
Roselle, IL, 60172
630-529-2541
Email: bem@mrazlaw.com

To Park District: Rita Fletcher
Bartlett Park District
Executive Director
696 Stearns Road
Bartlett, IL, 60103
630-540-4835

Email: rfletcher@bartettpark.org

To Park District's Attorney: Steven Adams
Robbins Schwartz
55 W. Monroe
Suite 800
Chicago, Illinois 60603
Phone: (312) 332-7760
Fax: (312) 332-7768
Email: sadams@robbins-schwartz.com

Section 15. Survival

All the representations and warranties contained in Sections 9 - 13 shall survive the closing of this transaction. If prior to the Closing of this transaction, either Party determines that there is a breach of any material representation or warranty provided by the other Party specified above, then such Party not in breach of a material representation may terminate this Agreement.

Section 16. Mutual Assistance

The Parties agree to do all things necessary or applicable to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement, including, without limitation, the execution of such applications and agreements and the taking of such other actions as may be necessary to enable the Parties' compliance with the terms and provisions of this Agreement, and as may be necessary to give effect to the objectives of this Agreement.

Section 17. Assignment and Binding Effect.

- A. Neither Party shall sell, transfer or assign this Agreement or any of its rights under this Agreement (collectively, "Transfer") without in each such instance the prior written consent of the other Party (which the other Party may grant or withhold at its sole discretion). Any Transfer without such previous written consent shall not vest in the transferee or assignee any right, title, or interest in the Property or under this Agreement, but shall render all of non-Transferring Party's duties, obligations, covenants and agreements under this Agreement null and void at the election of the non-Transferring Party, and shall constitute a default by Transferring Party under this Agreement, pursuant to Paragraphs 12 and 13 above.
- B. If the non-Transferring Party, in its discretion, consents to any such transfer or assignment of the Property or transfer or assignment of this Agreement, the transferee, assignee of Transferring Party shall assume in writing the obligations of Transferring Party under this Agreement and shall be jointly and severally liable with the Transferring Party for all

obligations of Transferring Party under this Agreement. No assignment or transfer by Transferring Party of its rights under this Agreement or in or to the Property shall relieve the Transferring Party from any liability under this Agreement, past, present, or future, it being understood and agreed that the Transferring Party shall remain liable for all of its obligations under this Agreement.

- C. It is expressly agreed by Village and Park District that all of the provisions of this Agreement shall be binding upon the heirs, successors, legal representatives and assigns of Village and Park District, and shall inure to the benefit of all heirs, successors, assigns and legal representatives of Village and Park District permitted under this Section.

Section 18. Miscellaneous.

- A. Commissions. Village and Park District each represents and warrants to the other that no real estate broker, finder, or salesperson performed any services for Village or Park District in connection with the negotiation of this Agreement or the transactions hereby contemplated. Each Party hereto agrees to indemnify the other Party from and against any and all claims for brokerage commissions and finder's fees arising from and attributable to the acts or omissions of the indemnifying Party or any party or entity acting on behalf of the indemnifying Party.
- B. Entire Agreement. Both Parties hereto hereby acknowledge that this Agreement constitutes the entire agreement between the Parties with respect to the sale and purchase of both parcels, and that this Agreement shall not be altered, modified, or amended except by a written instrument duly executed by both Parties hereto.
- C. Third Party Rights. Except as otherwise set forth in Section 17 above and other than with respect to the successors and permitted assigns of Park District and Village as provided in this Agreement and others who or which are expressly benefited by indemnification or other provisions of this Agreement, no person or entity shall be entitled to any of the rights or benefits accorded to Park District and Village hereunder, and no person or entity shall be entitled to rely on any of the provisions hereof.
- D. Time is of the Essence. Time shall be of the essence in the performance of all covenants, agreements, and obligations under this Agreement.
- E. Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without regard to such State's choice of law rules.
- F. No Joint Venture. It is understood and agreed that Park District and Village shall in no event be construed for any purpose to be partners, joint venturers, agents or associates of each other in the performance of their respective obligations hereunder or with respect to the Parcels.

- G. Captions. The captions used in connection with the paragraphs of this Agreement are for convenience of reference only and shall not be deemed to construe or limit the meaning or language of this Agreement.
- H. Severability. If any provision of this Agreement, or portion thereof, is held by a court to be invalid, void, or unenforceable, the remainder of such provision and the remaining provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, and the invalid or unenforceable provision shall be modified so as to most nearly as possible achieve the intention of this Agreement.
- I. Recording. At all times after the Effective Date, neither Party shall record or permit to be recorded this Agreement, a copy of this Agreement, or any memorandum, short form contract or other document summarizing the terms and provisions of this Agreement. In the event of any breach by either Party of the provisions contained in the immediately preceding sentence, the non-breaching Party may terminate this Agreement.
- J. Business Day. In the event that the date for performance of any of the provisions hereof is due on a day that is a Saturday, Sunday, Illinois state or United States national holiday, such due date shall be extended to the immediately succeeding business day.
- K. Proper Execution. The submission of this Agreement by Park District to Village in unsigned form shall be deemed to be a submission solely for Park District's consideration and not for acceptance and execution. Such submission shall have no binding force and effect, shall not constitute an option, and shall not confer any rights or impose any obligations upon Village or Park District, irrespective of any reliance thereon, change of position or partial performance. The submission by Park District of this Agreement to the Village for execution and the actual execution and delivery thereof by Village to Park District shall similarly have no binding force and effect on Park District unless and until Park District's Board of Park Commissioners shall have approved this Agreement and authorized its execution.
- L. Construction. No provision of this Agreement shall be construed in favor of, or against, any particular Party by reason of any presumption with respect to the drafting of this Agreement; both Parties, being represented by counsel, have fully participated in the negotiation of this Agreement.
- M. Counterparts. This Agreement may be executed in several counterparts and such executed counterparts shall be considered an original and, when taken together, shall constitute one and the same instrument.
- N. Electronic Signatures. A facsimile or pdf signature of this Agreement shall be deemed to be an original and shall bind the signing Party(ies).

VILLAGE OF BARTLETT

BARTLETT PARK DISTRICT

By: _____
President
Board of Trustees
Village of Bartlett

By: _____
President
Board of Park Commissioners
Bartlett Park District

ATTEST

ATTEST

By: _____
Village Clerk,
Village of Bartlett

Board Secretary
Board of Park Commissioners
Bartlett Park District

LIST OF EXHIBITS

Exhibit 1: Legal Description and Depiction of Bartlett Park

Exhibit 2: Inspection License

EXHIBIT 1
Depiction and Legal Description of Bartlett Park

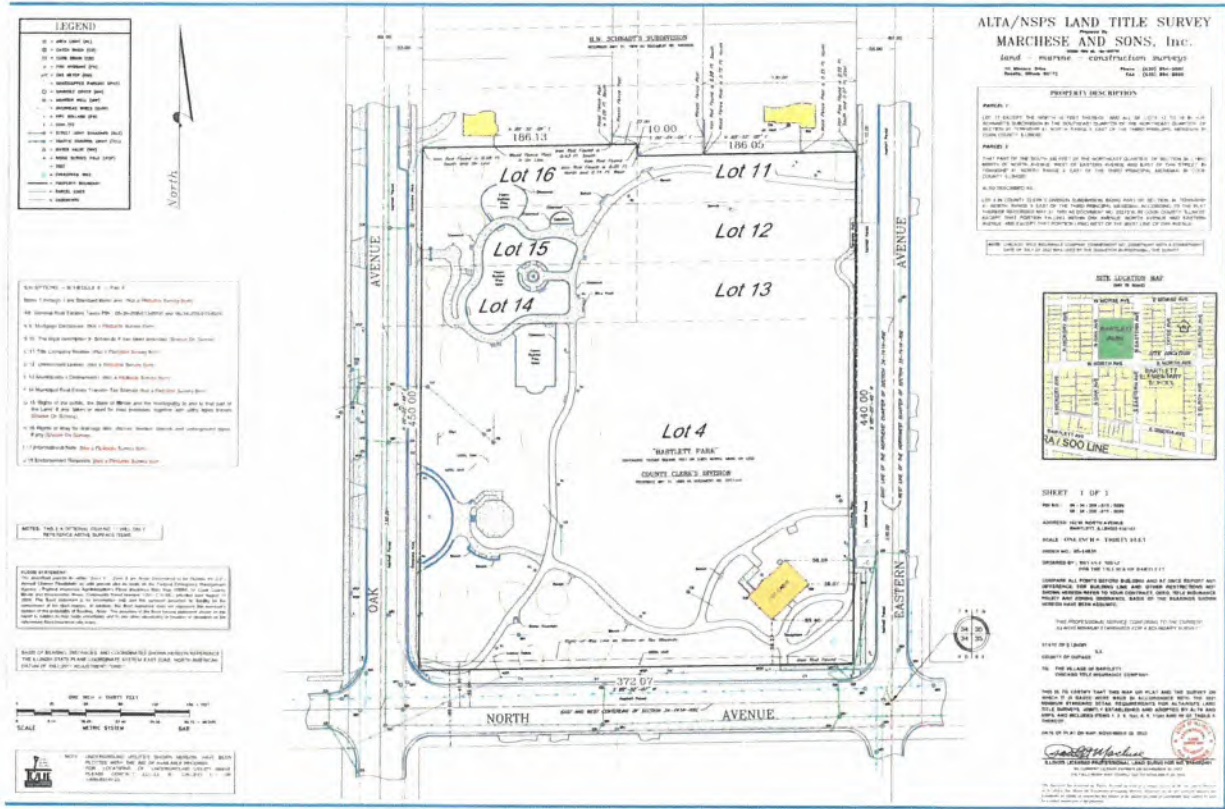


EXHIBIT 2
[INSPECTION LICENSE]

INSPECTION LICENSE

1. **Grant of License.** Village of Bartlett ("Village") hereby grants to Bartlett Park District ("Park District") a non-exclusive license upon that portion of the Property depicted in **Exhibit A** ("Bartlett Park"), for the sole and limited purpose of conducting the Studies, by and through Park District, its contractors, and agents ("License").
2. **Term.** Prior to the Closing, Park District shall have the right to inspect Bartlett Park pursuant to the terms and conditions of this Agreement from the Effective Date through the date of the Closing ("Inspection Term").
3. **Permitted Due Diligence.** During the Inspection Term the following terms and conditions apply:
 - A. Park District shall, at its sole cost and expense, have the right to conduct a non-invasive physical inspection of the Bartlett Park, including the environmental condition thereof, and all inspections, tests, studies, and investigations of the condition of the Bartlett Park which Park District may deem necessary ("Studies"). Park District shall not be entitled to perform any environmental invasive testing on the Bartlett Park unless a Phase I environmental report obtained by Park District recommends such invasive testing. Park District may perform geotechnical soil boring testing of the Bartlett Park as part of the Studies, subject to the terms and conditions of this Agreement.
 - B. Village shall allow Park District, its agents, consultants, architects, engineers, contractors, and any other representatives (collectively, "Park District's Agents") access to the Bartlett Park only during the hours of Monday – Friday 7:00 A.M. to 7:00 P.M., and Saturday 9:00 A.M. to 6:00 P.M., for the sole purpose of conducting the Studies. Park District or Park District's Agents shall notify Village's designated representative not less than twelve (12) hours prior to entry of the Bartlett Park by calling _____ at (847) ___ - ___ [for Park District] or _____ at (847) ___ - ___ [for Village] or such other representative or contact provided in writing from time to time to Park District. Prior to entry of the Bartlett Park, Park District shall coordinate access with the Village for construction routing and layout. Park District agrees that Village may have a representative present at any inspection or other entry upon the Bartlett Park by Park District or any of Park District's Agents.
 - C. Park District shall protect all trees on the Property, by avoiding damage to tree roots, trunk, or crown. No below-ground work will be permitted within the critical root zone of any tree on the Property. To calculate the critical root zone, calculate the tree diameter at a height of four feet from the ground, and for every inch of diameter measured, the work must move one foot away from the base of the tree. For example, a tree with a trunk diameter of 20" measured at a height of four feet will require 20' of root zone protection. A minimum distance of six feet from the base of any tree is required. No borings, trenching or other impact to the critical root zone is permitted. For any clarification, please contact Village's designated representative.
 - D. Park District shall be solely responsible for paying all costs and expenses with respect to all of the Studies. Park District agrees to inform Village of the status of the Studies periodically during the License Term and, if requested by Village, to give Village copies of all completed Studies related to the condition of the Bartlett Park, at no cost or expense to Village within two (2) business days following such request.
 - E. Park District shall not permit any liens to attach to the Bartlett Park, the Property, or any funds of Village by reason of the exercise of such rights. After completing its investigation of the Bartlett

Park, Park District will repair any damage to the Property caused by its acts and leave the Property in substantially the condition in which it existed on the Effective Date.

- F. Park District covenants and agrees that Park District and Park District's Agents shall keep confidential any information that Park District and Park District's Agents obtain or develop as a result of conducting the Studies, except in the event that a Party reasonably determines that public release of information is required by the Illinois Freedom of Information Act or other applicable law. Park District may disclose such confidential information to its agents, advisors, and contractors, so long as such agents, advisors, and contractors are informed of the confidential nature of such information. Each Party's obligations set forth in this Inspection License shall survive termination of this Agreement.
 - G. Park District shall have the right to terminate the License by providing Village with written notice of termination prior to the expiration of the License Term. Except as otherwise provided, if Park District terminates this License on or prior to the expiration of the License Term, neither Party hereto shall have any further rights or liabilities pertaining to the inspections of the Parcels first accruing after said termination; provided, however, that Village shall be entitled to make a claim based upon any damages suffered by Village as a result of a breach by Park District of its obligations under this Agreement. This License agreement shall automatically terminate in the event and at such time that the Agreement is terminated.
4. **Indemnification.** Notwithstanding anything herein to the contrary, to the fullest extent permitted by law, Park District shall indemnify and hold harmless Village, its trustees, officers, employees, agents and volunteers ("Indemnitees") from and against any and all liability, loss, damage, cost or expense, including court costs and reasonable attorneys' fees, which the Indemnitees may sustain, incur or be required to pay, for injuries to, or deaths of persons, or damage to or destruction of property directly or indirectly arising out of or connected with or incident to the granting of the License, the Studies, or any activities contemplated by this Agreement, including but not by limitation, any material exacerbation of an existing condition caused by such inspections, tests, studies or other activities of Park District or Park District's Agents.
5. **Insurance.** In furtherance and not in limitation of its foregoing indemnification obligation, Park District shall obtain and maintain at all times during the License Term, insurance coverage written for not less than the limits of liability, and under all the other terms and conditions set forth in **Exhibit B**, and shall name Village Indemnitees as additional insureds with respect to all such coverages. Park District shall require all third parties to procure and maintain insurance in the types and amounts listed in **Exhibit C** and said insurance shall name Village Indemnitees as additional insureds. Prior to commencement of the Studies or any other tests, inspections, or other work on or to the Bartlett Park, Park District shall deliver to Village a certificate or certificates of insurance of all insurance policies to be maintained by Park District and any third parties including Park District's Agents as provided herein. Renewal certificates for said policies shall be delivered by Park District to Village not later than ten (10) days prior to the stated expiration date of each policy.
6. **No Liability of Village.** Village is not responsible or liable for any injury, damages, loss, or costs sustained or incurred by any person including, without limitation, Park District, its officers, employees, contractors or agents, or for any damage to, destruction, theft or misappropriation of any property, relating in any way, directly or indirectly, to this License or Park District's Studies. Village is not liable for acts or omissions of Park District or any of the Park District's officers, employees, or Park District's Agents, or other persons purporting to act at the direction, request, or behalf, or with the implied or actual consent, of Park District.

7. **Compliance with Laws and Licenses; Permits.** Park District shall comply fully and cause Park District's Agents to comply fully with all federal, state, county and local laws, village ordinances, rules, and regulations applicable to its activities on the Bartlett Park. Park District shall obtain at its own cost and expense all permits or authorizations which may be required in order for Park District to conduct its Studies.
8. **No Lease.** Bartlett Park is not leased to Park District, this Exhibit 2 to the Intergovernmental Agreement for Conveyance of Bartlett Park grants a license only to the Park District for inspection purposes and not a lease thereof, and Park District's access to the Bartlett Park is specifically subject to the terms of this Agreement during the term of this License Agreement.
9. **Retention of Immunities.** Nothing contained in or implied from any provision of this Agreement shall constitute a waiver of any common law and/or statutory rights, defenses, privileges, or immunities of either Party, its officials, officers and employees, including but not limited to those provided under the Illinois Local Governmental Tort Immunity Act.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court of Cook County.
11. **Counterparts.** This Agreement may be signed upon any number of counterparts, including by facsimile and pdf signature, with the same effect as if the signatures to each were upon the same agreement.
12. **Severability.** The invalidity of any section, paragraph or subparagraph of this Agreement shall not impair the validity of any other section, paragraph, or subparagraph. If any provision of this Agreement is determined to be unenforceable, such provision shall be deemed severable and the Agreement may be enforced with such provision served or as modified by such court.
13. **Headings.** Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

EXHIBIT A to Inspection License
Bartlett Park Legal Description

EXHIBIT B to Inspection License
Park District's Insurance

Park District shall obtain and maintain at its cost for the term of this Agreement, insurance of the types and in the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Park District shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 each occurrence, \$5,000,000 in the aggregate. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location.

CGL insurances shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 04 13 or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products, materials or services supplied by Park District, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District, its elected and appointed officials, employees, agents and volunteers shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to District.

If District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Contract, the Park District waives all rights against District and its officers, officials, employees, volunteers, and agents for recovery of damages arising out of or incident to the Park District's use of the premises.

B. Intentionally Omitted

C. Workers Compensation Insurance (if applicable)

If applicable, Park District shall maintain workers compensation and employer's liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

D. General Insurance Provisions

1. Evidence of Insurance

Upon commencement of the License Term, Park District shall furnish District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to District prior to the cancellation or material change of any insurance referred to therein. Written notice to District shall be by certified mail, return receipt requested.

Failure of District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Park District's obligation to maintain such insurance.

District shall have the right, but not the obligation, of prohibiting Park District from occupying the Bartlett Park until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by District.

Failure to maintain the required insurance may result in termination of this lease at District's option.

Park District shall provide certified copies of all insurance policies required above within ten days of District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A. M. Best, the rating should be no less than A VII using the most recent edition of the A. M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Park District's liability policies do not contain the standard ISO separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to District. At the option of District, the Park District may be asked to eliminate such deductibles or self-insured retentions as respects District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

Exhibit C to Inspection License
Contractor's Insurance Requirements

Park District shall require all Park District's Agents or others hired to perform any activity upon the Bartlett Park to procure and maintain insurance with the following minimum coverages: commercial general liability with a limit of \$2,000,000 per occurrence and \$5,000,000 in the aggregate; automobile liability insurance with a combined single limit of \$1,000,000; workers compensation insurance at statutory limits with employer's liability coverage with limits of \$1,000,000 each accident, \$1,000,000 disease – each employee, and \$1,000,000 disease – policy limit. Limits may be met through primary policies combined with excess policies that follow form. The commercial general liability policy will, by endorsement, list District, its elected and appointed officials, employees, agents and volunteers as additional insureds on a primary and noncontributory basis. Proof of insurance shall be furnished to District upon commencement of the License Term.



Agenda Item Executive Summary

Item Name: Bartlett Park Transfer to the Park District Committee or Board: Board

BUDGET IMPACT

Amount: n/a

Budgeted

n/a

List what fund

EXECUTIVE SUMMARY

The Village Board directed staff to work with the Bartlett Park District to transfer Bartlett Park to the ownership of the Bartlett Park District.

The Local Government Property Transfer Act authorizes any municipality to transfer real estate to another municipality or park district by a vote of 2/3rds of the Trustees holding office.

The Village Board also has the authority to approve the conveyance under the village's home rule powers requiring a majority, but allows the Village President to vote.

ATTACHMENTS (PLEASE LIST)

Resolution

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

I move to approve Resolution 2023-____ A resolution authorizing the transfer of real estate from the Village of Bartlett to the Bartlett Park District.

Staff: Paula Schumacher, Village Administrator Date: January 10, 2023

RESOLUTION 2023 - _____

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL ESTATE
FROM THE VILLAGE OF BARTLETT TO THE BARTLETT PARK DISTRICT**

PREAMBLES

- A. The Bartlett Park District is an Illinois unit of government operating pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 et seq. (the "Park District Code") and other applicable law.
- B. The Village of Bartlett ("Village") is an Illinois municipality operating pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1 et seq. (Municipal Code") and is a home rule unit of government that pursuant to Article VII, Section 6(a) of the Illinois Constitution, may exercise any power and perform any function pertaining to its government and affairs (the "Village's Home Rule Powers").
- C. The Village is the owner in fee simple of that certain parcel of real property, being 3.801 +/- acres in size, located on the northeast corner of North Avenue and Oak Avenue in Bartlett Illinois, commonly known as Bartlett Park, which is legally described in **Exhibit 1** ("Bartlett Park").
- D. The Park District wishes to acquire Bartlett Park from the Village and the Village wishes to convey Bartlett Park to the Park District.
- E. The Local Government Property Transfer Act, 50 ILCS 605/1, et seq. ("Transfer Act") authorizes any municipality (defined therein to include Illinois villages and park districts) to transfer real estate to another municipality that has determined and declared by ordinance the real estate is necessary or convenient for it to use, occupy, or improve for any public purpose upon the passage by a vote of 2/3 of the members of the legislative body of the transferor municipality then holding office, and duly recorded in the office of the recorder in the county in which the real estate is located.
- F. In order to effectuate the Village conveyance of Bartlett Park to the Park District pursuant to the Transfer Act, the Village and the Park District intend to enter into that certain Intergovernmental Agreement for the Conveyance of Bartlett Park from the Village of Bartlett to Bartlett Park District dated January 17, 2023 ("Real Estate Conveyance Agreement"), and notwithstanding the applicable limits under, and terms of the Transfer Act, the Village may exercise the Village's Home Rule Powers and authority to approve of the conveyance of Bartlett Park to the Bartlett Park District, subject to the terms of the Real Estate Conveyance Agreement modified to additionally authorize the conveyance by the Village to the Bartlett Park District in exercise of the Village's Home Rule Powers.
- G. Prior to conveying Bartlett Park to the Park District pursuant to the Transfer Act and pursuant to the terms of the Real Estate Conveyance Agreement, the Village must first adopt a resolution authorizing the conveyance upon the terms set forth in the

Real Estate Conveyance Agreement by a 2/3rds vote of the Trustees holding office, or in the absence of such 2/3 vote, by a majority of a quorum of the Village Corporate Authorities, in exercise of the Village's Home Rule Powers.

- H. The Park District, on December 20, 2022, passed and approved an Ordinance Requesting Conveyance of Real Estate from the Village of Bartlett to the Bartlett Park District, declaring it necessary, convenient and in the public interest for the Bartlett Park District to acquire Bartlett Park from the Village, and that the Village convey Bartlett Park to the Park District by good, sufficient and recordable deed upon satisfaction with the contingencies contained in the Real Estate Conveyance Agreement (as amended) and the Transfer Act, and/or in exercise of the Village's Home Rule Powers.

NOW THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the President and Village Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, Illinois (the "Village Board"), or in the alternative **IT IS HEREBY RESOLVED** by the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities") in exercise of the Village's Home Rule Powers, as follows:

SECTION ONE: Incorporation of Recitals and Exhibits. The recitals set forth above are hereby deemed findings of fact and are incorporated into this Resolution as if they were fully set forth in this Section One. All exhibits referenced in this Resolution are hereby incorporated into this Resolution in their entirety by this reference.

SECTION TWO: The Village Board of Trustees (or alternatively by the Corporate Authorities in exercise of the Village's Home Rule Powers) hereby finds and determines that it is necessary and desirable that the Village of Bartlett take any and all actions necessary and appropriate to transfer and convey its fee simple interest in and to Bartlett Park as legally described and depicted in Exhibit 1 to the Bartlett Park District, Bartlett, Illinois, by good, sufficient, and recordable deed, and deliver all other customary seller's documents of conveyance, upon and following satisfaction of the conditions and contingencies contained in, and in strict accordance with, the Real Estate Conveyance Agreement (as amended) and the Transfer Act, or in the absence of the approval of this Resolution by a 2/3 vote of the trustees then holding office, then by the passage of this Resolution by a concurrence of a majority of the Corporate Authorities then holding office, as authorized by, and in exercise of, the Village's Home Rule Powers.

SECTION THREE: The Village Board of Trustees, or in the alternative, the Village Corporate Authorities in exercise of the Village's Home Rule Powers, hereby directs the Village President, Village Clerk and all other necessary and proper Village staff and legal counsel for the Village to execute such documentation as may be required, and to take such action as is necessary and appropriate to transfer and convey all of the Village's right, title and interest in and to Bartlett Park, by good, sufficient and recordable instruments of conveyance, to the Bartlett Park District.

SECTION FOUR: Severability. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FIVE: Repeal of Prior Resolutions. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION SIX: Effective Date. This Resolution shall be in full force and effect upon passage and approval by a 2/3 vote of the members of the Board of Trustees, or alternatively upon passage and approval by a majority of the Corporate Authorities then holding office pursuant to, and in exercise of, the Village's Home Rule Powers.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED:

APPROVED:

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

Village Resolution Certification

STATE OF ILLINOIS)
) SS.
COUNTY OF DUPAGE)

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Board of Trustees of the Village of Bartlett (the "Village Board") and of the Village President and Board of Trustees of the Village of Bartlett (the "Corporate Authorities"), an Illinois municipal corporation of Cook, DuPage and Kane Counties, Illinois, and a home rule unit of government, and as such I am the keeper of the records and files of the Board of Trustees of said Village, and as such I am the keeper of the records of the Corporate Authorities.

I further certify that the foregoing is a full, true, and complete copy of:

**A RESOLUTION AUTHORIZING THE TRANSFER OF REAL ESTATE
FROM THE VILLAGE OF BARTLETT TO THE BARTLETT PARK DISTRICT**

adopted at a duly called Regular Meeting of the Village President and Village Board of Trustees, held at Bartlett, Illinois, 7:00 p.m. on the 17th day of January, 2023.

I do further certify that the deliberations of the Board of Trustees, and alternatively of the Corporate Authorities, on the adoption of said Resolution were conducted openly, that the vote on the adoption of said Resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Illinois Municipal Code, as amended, and that the Board of Trustees and alternatively the Corporate Authorities have each complied with all the provisions of said Act and said Code and with all the procedural rules of the Board of Trustees, and of the Corporate Authorities, respectively.

IN WITNESS WHEREOF I hereunto affix my official signature at Bartlett, Illinois, this 17th day of January, 2023.

Lorna Giles, Village Clerk

EXHIBIT 1

[LEGAL DESCRIPTION OF BARTLETT PARK]

LOT 11 EXCEPT THE NORTH 10 FEET THEREOF, AND ALL OF LOTS 12 TO 16 IN H.W. SCHNADT'S SUBDIVISION IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34. TOWNSHIP 41. NORTH. RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY ILLINOIS.

THAT PART OF THE SOUTH 330 FEET OF THE NORTHEAST QUARTER OF SECTION 34, LYING NORTH OF NORTH AVENUE, WEST OF EASTERN AVENUE AND EAST OF OAK STREET, IN TOWNSHIP 41, NORTH, RANGE 9. EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS:

ALSO DESCRIBED AS:

LOT 4 IN COUNTY CLERK'S DIVISION SUBDIVISION, BEING A PART OF SECTION 34, TOWNSHIP 41, NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 31, 1989, AS DOCUMENT NO. 2227310, IN COOK COUNTY, ILLINOIS, EXCEPT THAT PORTION FALLING WITHIN OAK AVENUE, NORTH AVENUE, AND EASTERN AVENUE, AND EXCEPT THAT PORTION LYING WEST OF THE WEST LINE OF OAK AVENUE.



Agenda Item Executive Summary

Item Name Patricia Lane Proposed Stop Sign Committee or Board Board

BUDGET IMPACT			
Amount:	N/A	Budgeted	N/A
List what fund	N/A		
EXECUTIVE SUMMARY			
<p>Due to resident and safety concerns, the Police and Public Works Departments have reviewed Patricia Lane at the location referenced below for a potential stop sign location to increase safety. Based on staff review the following changes would need to be made. A map is attached for reference.</p> <p>Through Streets - The following intersection will be designated as a Through Street. One (1) Stop sign will be installed at the following intersection:</p> <p style="text-align: center;">Ford Lane & Patricia Lane</p>			
RECOMMENDATION			
Staff recommends amending Section 6-11-1204.1: Schedule I, Through Streets to include the area referenced above.			
ATTACHMENTS (PLEASE LIST)			
Memo Location Map Ordinance			

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion: **MOTION TO APPROVE ORDINANCE #2023- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1204.1: SCHEDULE I, THROUGH STREETS**

Staff: Tyler Isham, Assistant Director of Public Works Date: 1/9/2023

Memo

To: Paula Schumacher, Village Administrator
From: Tyler Isham, Assistant Director of Public Works
Subject: Patricia Lane Proposed Stop Sign
Date: January 9, 2023

BACKGROUND

Due to resident and safety concerns, the Police and Public Works Departments have reviewed Patricia Lane at the location referenced below for a potential stop sign location to increase safety. Based on staff review the following changes would need to be made. A map is attached for reference.

Through Streets – The following intersection will be designated as a Through Street. One (1) Stop sign will be installed at the following intersection:

Ford Lane & Patricia Lane

RECOMMENDATION

Staff recommends amending Section 6-11-1204.1: Schedule I, Through Streets to include the area referenced above.

MOTION

MOTION TO APPROVE ORDINANCE #2023- _____ - AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE SECTION 6-11-1204.1: SCHEDULE I, THROUGH STREETS

ORDINANCE 2023-_____

**AN ORDINANCE AMENDING THE BARTLETT MUNICIPAL CODE
SECTION 6-11-1204.1: SCHEDULE I, THROUGH STREETS**

BE IT ORDAINED by the President and Board of Trustees of the Village of Bartlett, Cook DuPage, and Kane Counties, Illinois, as follows:

SECTION ONE: That Section 6-11-1204.1: Schedule I, Through Streets, of the Bartlett Municipal Code, as amended is hereby further amended by adding the following:

Ford Lane at Patricia Lane

SECTION TWO: SEVERABILITY. The provisions of this Ordinance are to be considered as severable and if any part or portion of this Ordinance shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION THREE: REPEAL OF PRIOR ORDINANCES. All prior Ordinances and Resolutions in conflict or inconsistent herewith are expressly repealed only to the extent of such conflict or inconsistency.

SECTION FOUR: EFFECTIVE DATE. This ordinance shall be in full force and effect upon its passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: January 17, 2023

APPROVED: January 17, 2023

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Ordinance 2023-___enacted on January 17, 2023 and approved on January 17, 2023 as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk



341 Patricia Lane



~ 250 feet

stop sign



anticipatory sign

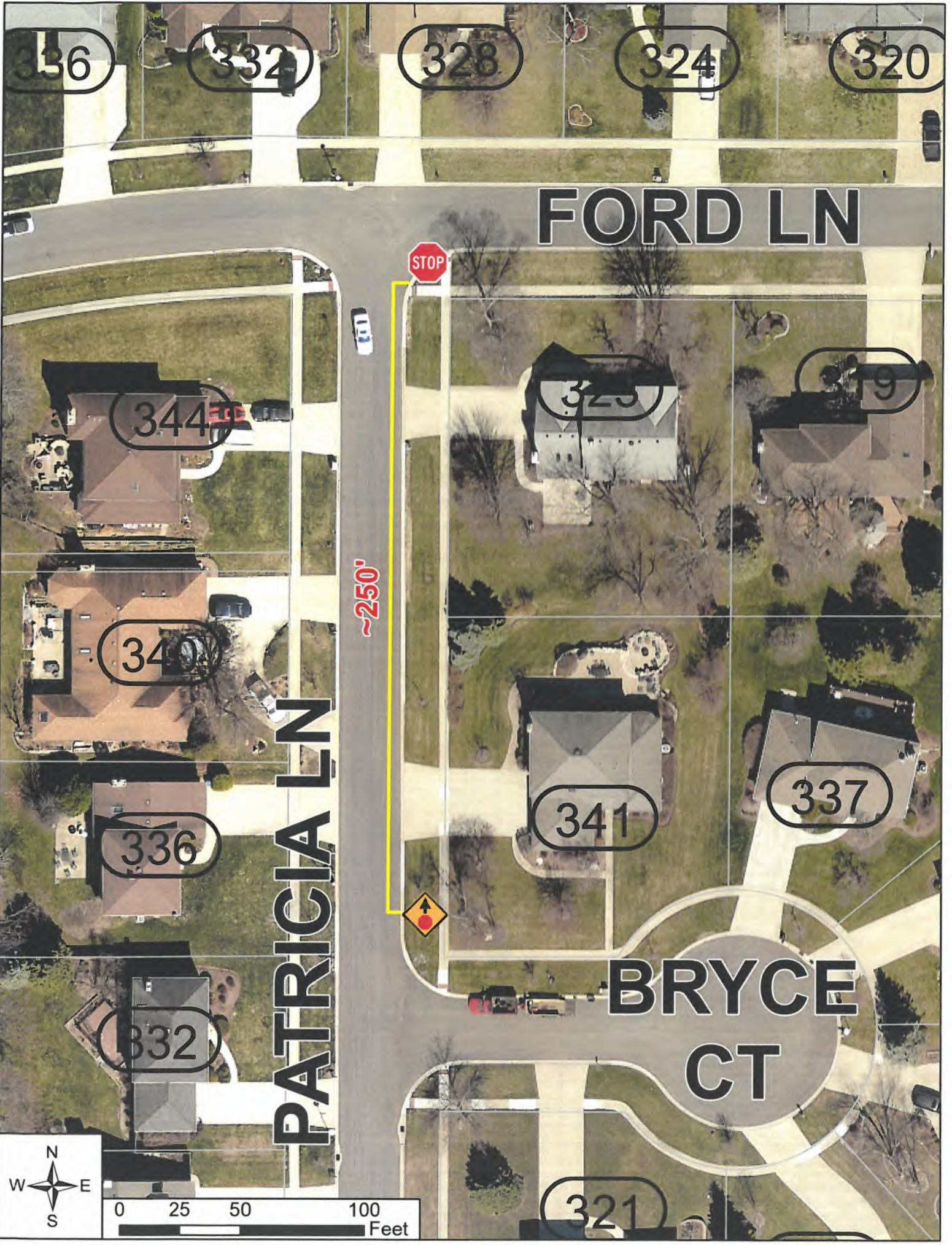


Bryce Ct



Google

Image courtesy Jan 2022 © 2022 Google



336

332

328

324

320

FORD LN

STOP

344

325

319

340

~250'

PATRICIA LN

341

337

336

BRYCE CT

332

321



0 25 50 100 Feet